

State of Alabama
Unified Judicial System

Form AR Civ P-93 Rev. 5/99

COVER SHEET
CIRCUIT COURT - CIVIL CASE
(Not For Domestic Relations Cases)

Case Number

CV 2006 3723

Date of Filing:

01/01/2006

Judge Code:

1 1 1 1 1 1

Month

Day

Year

GENERAL INFORMATION

IN THE CIRCUIT COURT OF

Mobile

ALABAMA

(Name of County)

Plaintiff

Defendant

First Plaintiff

☐ Business☒ Individual☐ Government☐ Other

First Defendant

☒ Business☐ Individual☐ Government☐ Other**NATURE OF SUIT:** Select primary cause of action, by checking box (check only one) that best characterizes your action:**TORTS: PERSONAL INJURY**

- ☐ WDEA - Wrongful Death
☐ TONG - Negligence: General
☐ TOMV - Negligence: Motor Vehicle
☐ TOWA - Wantonness
☐ TOPL - Product Liability/AEMLD
☐ TOMM - Malpractice-Medical
☐ TOLM - Malpractice-Legal
☐ TOOM - Malpractice-Other
☒ TBFM - Fraud/Bad Faith/Misrepresentation
☐ TOXX - Other: _____

TORTS: PROPERTY INJURY

- ☐ TOPE - Personal Property
☐ TORE - Real Property

OTHER CIVIL FILINGS

- ☐ ABAN - Abandoned Automobile
☐ ACCT - Account & Nonmortgage
☐ APAA - Administrative Agency Appeal
☐ ADPA - Administrative Procedure Act
☐ ANPS - Adults in Need of Protective Services

OTHER CIVIL FILINGS (cont'd)

- ☐ MSXX - Birth/Death Certificate Modification/Denial Forfeiture Appeal
 Enforcement of Agency Subpoena/Petition to Preserve
☐ CVRT - Civil Rights
☐ COND - Condemnation/Eminent Domain/Right of Way
☐ CTMP - Contempt of Court
☐ CONT - Contract/Ejectment/Writ of Seizure
☐ TOCN - Conversion
☐ EQND - Equity Non-Damages Actions/Declaratory Judgment/Injunction
 Election Contest/Quiet Title/Sale For Division
☐ CVUD - Eviction Appeal/Unlawful Detainer
☐ FORJ - Foreign Judgment
☐ FORF - Fruits of Crime Forfeiture
☐ MSHC - Habeas Corpus/Extraordinary Writ/Mandamus/Prohibition
☐ PFAB - Protection From Abuse
☐ FELA - Railroad/Seaman (FELA)
☐ RPRO - Real Property
☐ WTEG - Will/Trust/Estate/Guardianship/Conservatorship
☐ COMP - Workers' Compensation
☐ CVXX - Miscellaneous Circuit Civil Case

ORIGIN (check one):☒ INITIAL FILING☐ APPEAL FROM
DISTRICT COURT☐ OTHER: _____☐ REMANDED☐ TRANSFERRED FROM
OTHER CIRCUIT COURT**HAS JURY TRIAL BEEN DEMANDED?**☐ YES ☒ NO

Note: Checking "Yes" does not constitute a demand for a jury trial. (See Rules 38 and 39, Ala.R.Civ.P., for procedure)

RELIEF REQUESTED:☒ MONETARY AWARD REQUESTED☐ NO MONETARY AWARD REQUESTED

ATTORNEY CODE: _____

[] [] [] [] [] []

Date:

7/4/06Joseph M. Shill
Signature of Attorney/Party filing this form

Revised 1-1-94; 4-1-99; 11-1-99

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M. SHEFFIELD *_____
Plaintiff(s) *vs. FRANKLIN BANK SSB *
ET AL *CIVIL ACTION NO. CV06-3123 *DATE COMPLAINT FILED SEP 08 2006 *_____
Defendant(s)ASSIGNMENT TO EXPEDITED CASE MANAGEMENT SYSTEM AND GENERAL PRE-TRIAL ORDER

This case has been placed in the Expedited Case Management System which is designed to dispose of a case within 12 months after filing.

OBJECTION TO INCLUSION IN SYSTEM

If a party to this cause believes that the cause is extremely complex or will involve unique problems and will be impossible to prepare for trial within the time frame of the system, he may, within 40 days after the date of this order, or if the party has not been served at the date of this order, within 40 days after service, file a motion requesting that the cause not be included in the system and that the parties be allowed additional time to prepare the cause for trial. A motion filed later than the aforesaid 40 days will not be considered by the Court. Oral argument may be requested on an exclusion motion. If a cause is excluded from the system by the Court, a discovery schedule will be set by the Court after conference with the parties. If a case is so excluded the general pre-trial portion of this order will remain in effect unless specifically altered by the Court.

DISCOVERY

Unless the Court sets a shorter time, all pre-trial discovery shall be completed within 270 days after filing of the complaint unless party filing the Motion to Set and Certificate of Readiness requests an additional period of time, not to exceed 60 days, and certifies that all discovery will be concluded within that time. Notwithstanding the foregoing, for good cause shown, the Court may permit, of the parties may agree, that additional discovery procedures be undertaken anytime prior to trial, so long as such discovery can be completed so as not to require a continuance of the trial setting.

MOTION TO SET AND CERTIFICATE OF READINESS

Counsel for the plaintiff shall, and counsel for any other party may, file a Motion to Set and Certificate of Readiness, which shall be filed not later than 270 days after the filing of the complaint. If such a motion is not filed by the 280th day, the Court will place the case marked "To Be Dismissed" on a disposition docket as near as possible to the 300th day and send notice of such to all parties. If a Motion to Set and Certificate of Readiness is not received by the Court prior to the disposition date, the case will be dismissed.

The Motion to Set and Certificate of Readiness will be in a form similar to that available of in the clerk's office and will contain the following information:

- (1) The date the complaint was filed;
- (2) That the issues in the case have been defined and joined;
- (3) That all discovery has been completed or will be completed within 60 days after the filing of the Certificate of Readiness;
- (4) That a jury trial has or has not been demanded;
- (5) The expected length of the trial expressed in hours and/or days;
- (6) A brief description of the plaintiff's claim;
- (7) The names, addresses and telephone numbers of the parties or their attorneys responsible for their litigation;

- (8) That the movant certifies that all expert witnesses expected to testify at trial have been disclosed to all parties, together with a summary of their opinions;
- (9) That the movant acknowledges his/her responsibility to make all documents, exhibits, and physical evidence, or copies thereof, expected to be used in the case in chief available to the other parties, not less than 21 days prior to trial, for inspection and copying;
- (10) That the movant certifies that he/she has read the pre-trial order, that he/she has complied with it to date and will comply with its requirements in the future.

The filing by plaintiff of a Motion to Set and Certificate of Readiness constitutes the voluntary dismissal of all fictitious parties whose true names have not been substituted.

CONTROVERTING CERTIFICATE

Within 14 days after a Motion to Set and Certificate of Readiness has been filed, counsel for any other party may file a Controverting Certificate specifying the particular statements contained in the Certificate of Readiness to which objection is made, and the reasons therefore. Oral argument may be requested. The Court shall thereupon enter an order placing the case on the Active Calendar either immediately or, where good cause is shown, at a specified later date.

ACTIVE CALENDAR

Fourteen days after a Motion to Set and Certificate of Readiness is filed, if a Controverting Certificate has not been filed, the case shall be placed on the Active Calendar, unless otherwise ordered by the Court.

SETTING FOR TRIAL

Unless specifically set by the Court, cases on the Active Calendar shall be set for trial generally in the same order as they came on the Active Calendar and as soon as possible. Preference shall be given to cases which by statute, rule or order of the Court are entitled to priority. Counsel shall be given at least sixty days notice of the trial date.

DELAY

When a case has been set for trial, no postponement of the trial will be considered by the Court except on a written motion substantially in the form previously approved by the Court. (Obtain from the Court a Request for Delay form.)

NOTIFICATION OF SETTLEMENT

In order to provide other litigants with prompt trial settings all attorneys shall notify the Court of settlement, regardless of to status or stage of the case (discovery stage, active calendar on trial calendar).

GENERAL PRE-TRIAL ORDER

To expedite pre-trial and trial procedure, it is ORDERED by the Court that the following will apply:

1. EXHIBITS, DOCUMENTS, AND PHYSICAL EVIDENCE, GENERALLY

- a. Each party shall identify in writing to all other parties and shall make all documents, exhibits and physical evidence, or copies thereof, expected to be used in the case in chief available to the other parties, not less than 21 days prior to trial, for inspection and copying. The same shall then be authenticated and admitted into evidence without further proof, unless written objections to any such documents or exhibits be made to the Court not less than 14 days prior to trial specifying the grounds of objection to the genuineness and relevancy of the proposed document, exhibit, or physical evidence. The requirement does not apply to documents, exhibits and physical evidence used solely as impeachment evidence.
- b. Documents, exhibits or physical evidence not timely exhibited to or made available to other parties prior to trial under this Order will not be admitted into evidence at the trial unless solely for impeachment purposes or unless the ends of justice so require.
- c. Documents, exhibits or physical evidence so admitted hereunder shall be presented to the court reporter for marking in evidence prior to trial.

2. DOCTOR, HOSPITAL AND MEDICAL EXPENSES

a. If applicable, all doctor, medical and hospital bills shall be sent to or made available to all parties not less than 21 days before trial and shall be admitted in evidence as reasonable without further proof, unless written objection to any such bills be made to the Court no less than 14 days before trial specifying the grounds for objection.

b. Any such bills not timely exhibited to the other parties will not be admitted in evidence at trial unless the ends of justice so require.

c. The bills so admitted shall be presented to the court reporter for marking in evidence prior to trial.

3. SPECIAL DAMAGES

a. All parties seeking special damages shall furnish the other parties with a list thereof not less than 21 days before trial. Written objections thereto may be made not less than 14 days before trial specifying grounds of objections.

b. Evidence of special damages claimed, but not timely exhibited to other parties, will not be admitted into evidence unless the ends of justice require so.

4. AGENCY-TIME AND PLACE-DUTY

a. Agency and the time and place of the incident involved, if alleged in the complaint, and, if a negligence case, the existence of a duty, are admitted and the parties are deemed correctly named and designated unless specifically denied by answer or unless written objection is made not less than 14 days before trial. The objections shall include the correct name and entity and/or the grounds relied on.

5. EXPERTS

a. Unless previously obtained by discovery, each party will furnish to all other parties the names, addresses and qualifications of all expert witnesses expected to testify, together with a brief summary of their opinions. Such disclosure of experts shall be made by the party filing the Motion to Set and Certificate of Readiness not later than the time of filing such motion. Disclosure by all parties shall be made not later than 14 days after the filing of the Motion to Set and Certificate of Readiness.

b. Disclosure of experts in cases not included in the Fasttrack system shall be made by all parties not less than 60 days before trial.

c. Unless written objection to the qualifications of an expert is made not later than 30 days before trial, stating grounds, the qualification of such expert will be admitted.

d. Upon calling an expert to testify at trial, the attorney may state to the Court and jury the name, address and summary of the qualifications of the expert.

6. JURY INSTRUCTIONS

If the case is to be tried by a jury, requested written charges shall be submitted to the Court not later than the close of the plaintiff's case, subject to supplementation during the course of the trial on matters which could not be reasonably anticipated. Each requested charge will be typed on letter size paper and identified by the party's last name and shall be numbered.

7. JURY SELECTION

Before the commencement of trial, the parties will furnish or advise the court, outside the presence of the jury, the names of all insurance companies involved and any special voir dire questions for the purpose of qualifying the jury.

8. DUTY TO SUPPLEMENT DISCOVERY

All parties are under duty to supplement responses to discovery as provided by Rule 26(e)(3) ARCP which should be done not less than 30 days before trial.

9. MOTIONS GENERALLY

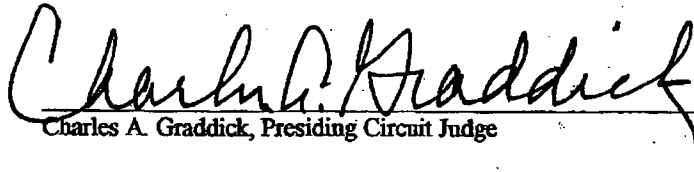
If motion to strike or motion to dismiss a pleading is filed, the Court will not consider such unless a copy of the pleading sought to be struck or dismissed is attached thereto.

10. CONFLICTS

In the event of scheduling conflict affected counsel shall comply with the Attorney Calendar Conflict Resolution Order of the Alabama Supreme Court.

It is further ORDERED by the Court that the Court will reconsider any portion of the General Pre-Trial Order upon timely application by any party.

Done this the _____ day of SEP 08 2006, 2006.


Charles A. Graddick, Presiding Circuit Judge

Revised 1-1-94; 4-1-99; 11-1-99

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M. SHEFFIELD

Plaintiff(s)

FRANKLIN BANK SSB
ET AL

Defendant(s)

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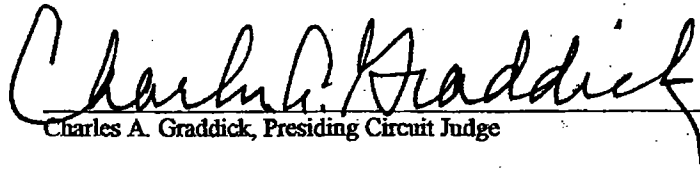
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It is further ORDERED by the Court that the Court will reconsider any portion of the General Pre-Trial Order upon timely application by any party.

Done this the _____ day of SEP 08 2006, 2006.



Charles A. Graddick, Presiding Circuit Judge

CV05 315.
ADCC - 8.
SEPA 10.

**IN THE CIRCUIT COURT
FOR THE COUNTY OF MOBILE
STATE OF ALABAMA**

DATE: 9/9/2006

CV04-3123 HyT

PLANTIFF: JOSEPH M. SHEFFIELD PRO-SE

V

DEFENDANT'S: FRANKLIN BANK SSB, AND PRESTIAGE TITLE CO. INC.

PETITION

I, JOSEPH M. SHEFFIELD, PETITION THIS HONORABLE COURT TO ACCEPT THIS PETITION TO SUE ABOVE DEFENDANT'S FOR FRAUD, DECEPTION, MISREPRESENTATION, CONCEALMENT, AND FORGERY, BOTH COMPANY'S ARE RESPONSIBLE FOR THE ACTIONS OF THEIR EMPLOYEES AND SHOULD BE HELD LIABLE FOR THEIR ACTIONS. BUT THE FORGERY WAS COMMITTED BY AN EMPLOYEE OF PRESTIAGE TITLE COMPANY. I BELIEVE THAT STEVE HOBBS AT FRANKLIN BANK SSB SEDRO WOOLEY, WA. DID KNOWINGLY COMMIT AN ACT OF FRAUD IN THIS CONTRACT.

COMPLAINT

I, JOSEPH M. SHEFFIELD AND MY WIFE MARGIE L. SHEFFIELD, HAVE IN THIS CONTRACT BEEN HARMED MENTALLY AND PHYSICALLY BY FRANKLIN BANK SSB AND PRESTIAGE TITLE COMPANY. SPECIFICALLY, (LOAN OFFICER STEVE HOBBS, AT FRANKLIN BANK SSB AT SEDRO WOOLEY, WA.) AND (SANDY MOSLEY CLOSING AGENT

AT PRESTIAGE TITLE COMPANY). MOBILE, ALABAMA

STEVE HOBBS STATED TO ME HIS BANK COULD REFIANCE MY HOME THROUGH THE VA. THAT WAS WHAT I WANTED BECAUSE I WAS WITH GREEN TREE FINIANCE COMPANY AND THEY WERE EATING ME UP ON INTEREST. STEVE HOBBS OFFERED ME 6.339 % ON A VA CASH OUT REFIANCE. I TOLD STEVE HOBBS THAT I WANTED CREDIT LIFE INSURANCE ON MY LOAN. HE STATED THE BANK WOULD GIVE ME THE INSURANCE ON THE LOAN. THIS IS WHERE THE CONTRACT WENT COMPLETELY ILLEGAL. STEVE HOBBS HAD NO INTENTION OF GIVING ME MY CREDIT LIFE INSURANCE. THIS IS (MISREPRESENTATION , CONSELMENT OF A MATERIAL FACT OF THE CONTRACT. (FRAUD)

STEVE HOBBS OFFERED ME CREDIT LIFE INSURANCE ON DEC. 23,2005 I ACCEPTED HIS OFFER ON DEC. 29,2005 BUT HE NEVER PUT A PRICE ON THE INSURANCE. INSTEAD HE KEPT SAYING THE BANK WAS GOING TO GIVE ME MY INSURANCE. BUT IN FACT HE CONCELED BOTH THE REASON HE WANTED MY WIFE OFF TITLE AND THE INSURANCE WHICH HE KNEW I WAS NEVER GOING TO GET. STEVE HOBBS KEPT TELLING ME IT WAS THE VA, BUT I FOUND AT CLOSING THAT IT WAS THE LENDER THAT WANTED MY WIFE OFF TITLE.

STEVE HOBBS LIED FROM THE FIRST TO THE LAST ALL THROUGH THE CONTRACT STEVE KEPT TELLING ME (WE CAN DO THIS THING.) AND KEPT ME BELIEVING EVERTHING WAS GOING TO BE ALRIGHT, I ASK STEVE HOBBS WHY THE VA WANTED MY WIFE OFF TITLE AND I NEVER GOT A RESPONSE. AT CLOSING MY WIFE HAD TO SIGN AWAY HER RIGHTS IN THE PROPERTY. SO WHY WOULD MY WIFE SIGN ON THE MORTGAGE DOCUMENT . THE MORTGAGE DOCUMENT WAS FORGED FOR ONLY ONE REASON TO CONFORM TO ALA. HOMESTEAD LAWS. SEE CODE OF ALABAMA 1975 SUB SECTION 6-10-3 WHICH WAS LEFT OUT REFER TO PAGE 10 OF THE MORTGAGE ITEM 24. AFTER WE CLOSED AND DURING MY RESCISSION PERIOD I GOT WITH STEVE HOBBS AND ASK HIM ABOUT MY CREDIT LIFE INSURANCE. HE STATED WAIT UNTIL AFTER WE CLOSE. WE DID TO OUR HARM. STEVE GAVE ME A PHONE # IN HOUSTON, TX. 866-538-1516 I CALLED AND TALKED TO A LADY IN THE INSURANCE DEPT. (NO NAME GIVEN) SHE TOLD ME THAT THERE WAS NO WAY ANYONE AT FRANKLIN BANK WOULD EVER SELL INSURANCE WITH OUT AN ESCROW ACCOUNT. I ASK HER IF THEY HAD A BANK IN SEDRO WOOLEY WA. HER REPLY (YES) THEN I SAID I HAD A FORM FOR CREDIT LIFE INSURANCE SIGNED BY HER LOAN OFFICER AT FRANKLIN BANK SSB AND EXCEPTED BY ME .SHE ASK ME TO SEND HER A COPY OF THE FORM

AND I DID. I, CALLED STEVE HOBBS AT FRANKLIN BANK SSB IN SEDRO WOOLEY WA. AFTER I TALKED TO THE LADY IN HOUSTON TX. APPROX. A WEEK LATER THEY TOLD ME STEVE HOBBS DOES NOT WORK HERE ANYMORE. SO I ASK WHO TOOK HIS PLACE AND WAS TOLD TO HOLD ON FOR HIM. THEN I SPOKE TO STEVE SEXEON THE NEW LOAN OFFICER I ASK HIM ABOUT MY LOAN AND HE TOLD ME MY LOAN WAS BEING SOLD. I FAXED HIM ALL THE LOAN PAPERS FROM CLOSING, THEN I TALKED TO HIM AGAIN AND ASK IF THE MORTGAGE WAS FORGED AND HIS REPLY WAS IT WAS PUT ON AFTER THE FACT. THE FACT WAS THE CLOSING OF THE LOAN.

STEVE HOBBS CONTACTED SANDY MOSLEY AT PTI TITLE COMPANY. TO DO OUR CLOSING DOCUMENTS. SANDY CALLED US TO PRESTIAGE TITLE COMPANY AND REQUESTED GREEN TREE PAPERWORK FROM OUR TITLE COMPANY. WE WENT TO TITLE GUARANTY OF MOBILE, AND GOT SANDY THE PAPERWORK SHE REQUESTED. WHEN WE ARRIVED BACK AT PRESTIAGE TITLE WE GAVE SANDY MOSLEY THE PAPERWORK. SANDY STATED TO MY WIFE AND MYSELF THAT SHE HAD SIGNED MY WIFE'S SIGNATURE TO A DOCUMENT BUT SHE STATED THAT SINCE YOU ARE HERE MARGIE YOU CAN SIGN THE DOCUMENT YOURSELF. SHE THREW THE DOCUMENT INTO THE TRASH CAN IN HER OFFICE AND HAD MY WIFE SIGN THE DOCUMENT. I BELIEVE THAT THIS DOCUMENT WAS A RELEASE OF INFORMATION DOCUMENT. SANDY MOSLEY IS GUILTY OF FORGERY, BECAUSE SHE KNEW THAT WE WERE COMING BACK TO HER OFFICE SO WHY DO AN ILLEGAL ACT. WE LEFT AND WENT HOME AND CALLED STEVE HOBBS AND TOLD HIM WHAT SANDY HAD DONE. STEVE CALLED ME BACK LATER AND STATED TO ME THAT THEY HAD FOUND OUT THAT IN FACT SANDY HAD TAKEN MY RECORDS TO A MORTGAGE COMPANY, NEXT DOOR TO PRESTIAGE TITLE. AT THIS TIME I TALKED TO THE MANAGER AT THE BANK AND HE STATED HE WAS ANGRY ABOUT WHAT SANDY HAD DONE. ABOUT TWO WEEKS LATER STEVE STATED ON THE PHONE THAT HE HAD FOUND ANOTHER TITLE COMPANY. WHICH WAS HERTIAGE TITLE COMPANY. THEN APPROX. TWO WEEKS LATER WE WERE TOLD BY STEVE HOBBS THAT THIS TITLE COMPANY DID NOT DO USED MOBILE HOMES. THEN APPROX. TWO WEEKS LATER STEVE HOBBS CONTACTED ME BY PHONE AND STATED WE WERE GOING BACK TO PRESTIAGE TITLE COMPANY BECAUSE THEY (THE BANK) FOUND OUT THAT SANDY HAD NOT DONE WHAT THEY SAID SHE HAD DONE. THIS WAS OVER OUR OBJECTION SINCE WE KNEW THAT SANDY HAD ALREADY COMMITTED FORGERY. BUT IN A FEW DAYS SHE CONTACTED US AND TOLD US WE WERE GOING TO CLOSE ON MAY 31, 2006 @ 12:00 PM. WE DID NOT CLOSE UNTIL APPROX. 3:30 PM.

AT CLOSING WE SIGNED ALL DOUMENTS THAT SANDY REQUESTED . MY WIFE WAS TAKEN OFF TITLE BY LENDER. I WAS THE ONLY NAME ON THE MORTGAGE. UNDER CODE OF ALABAMA SUB. SEC.6-10-3 THE MORTGAGE IS NOT VALID WITHOUT THE VOLUNTARY SIGNATURE AND ASSENT OF THE SPOUSE.) SEE ALSO PAGE 10 OF MORTGAGE ITEM 24 THEY USED THE DOWER AND CURTESY PART BUT NOT THE HOMESTEAD LAWS. THIS IS CONSELMENT OF A TRUE FACT. WHEN ME AND MY WIFE WENT TO THE PROBATE COURT TO CHECK ON SOMETHING ELSE WE FOUND THAT MY WIFES NAME HAD BEEN FORGED, TO THE MORTGAGE. SANDY MOSLEY , HAD THE PAPERWORK WHEN WE LEFT HER OFFICE AT CLOSING. SHE WAS THE ONLY PERSON THERE. WE HAVE NOT SEEN HER AGAIN BECAUSE SHE DOES NOT WORK FOR PRESTIAGE TITLE ANY MORE. I THEN SET AN APPOINTMENT WITH ATTORNEY BOB BECKERLE. HE INFORMED ME AND MY WIFE THAT THE BANK DOES NOT HAVE A LEGAL MORTGAGE , THE MORTGAGE UNDER ALABAMA LAW STATES THAT BOTH HUSBAND AND WIFE HAVE TO SIGN THE MORTGAGE ARE IT BECOMES NULL AN VOID. ON THE ORIGINAL MORTGAGE THERE IS ONLY A PLACE FOR MY SIGNATURE. THE MORTGAGE DOCUMENT IN PROBATE COURT IS A FORGERY BECAUSE MY WIFE'S SIGNATURE WAS PUT ON AFTER CLOSING WITHOUT MY WIFE'S CONSENT.

MY WIFE AN MYSELF HAVE BEEN PUT UNDER A GREAT AMOUNT OF DURESS BECAUSE OF THE ACTIONS OF (STEVE HOBBS AND SANDY MOSLEY) THIS CONTRACT IS AS THE LADY AT THE FBI OFFICE STATED IT IS WRONG FROM BEGINNING TO END. (SHE WORKED IN THE COSUMER FRAUD DIV.) I ALSO CONTACTED THE HOME LOAN DIV.OF THE VA OFFICE IN ST.PETERBURG FL. THE PERSON I TALKED TO WAS STEVE ROBERTS, I ASK HIM IF THE VA TAKES WIFES OF A TITLE AND HE SAID NO. I BELIEVE IT TO BE A FACT THAT STEVE HOBBS DID CONCEAL FACTS ABOUT THE CREDIT LIFE INSURANCE. AND HE NEVER TOLD ME WHY HE WANTED JUST ME ON THE MORTGAGE. I CALLED STEVE HOBBS DURING MY RESCISSION PERIOD AND ASK WHY THERE WAS NOT ANY PAPERWORK ON THE CREDIT LIFE INS. AND HE TOLD ME TO WAIT UNTIL WE CLOSED AND THEN EITHER HIS BANK OR THE ONE THAT SERVICES THE LOAN ARE A THIRD PARTY. THIS IS A CASE OF PURE FRAUD. SANDY MOSLEY BEING THE ONLY PERSON AT CLOSING,IT WOULD MAKE SENSE THAT SHE OR ANOTHER PERSON AT PRESTIAGE TITLE CO.INC. DID COMIT AN ACT OF DECEPTION AND FORGERY, ALABAMA LAW CONSIDERS FORGERY TO BE A CLASS B FELONY. SANDY MOSLEY COULD HAVE BROUGHT US BACK TO RESIGN

**THE MORTGAGE BUT INSTEAD SHE CHOSE TO VIOLATE ALABAMA
HOMESTEAD LAWS**

**I PRAY THIS HONORABLE COURT WILL ACCEPT PUNITIVE
DAMAGES FOR PRESTIGE TITLE CO. INC. BECAUSE SANDY MOSLEY AN
EMPLOYEE OF PRESTIGE TITLE COMPANY DID COMMIT A WILLFUL
ACT WITH INTENT TO CAUSE HARM. BECAUSE IT WOULD HAVE BEEN
VERY EASY FOR SANDY OR STEVE TO CALL AND TELL US WE NEEDED
TO RESIGN. BUT SHE AND STEVE CHOSE TO VIOLATE ALABAMA LAW. I
AM ASKING FOR \$ 150,000.00 IN PUNITIVE DAMAGES FOR MENTAL
DURESS, AS STEVE AND SANDY KNEW OF MY VA MENTAL CONDITION
THROUGH OUT THIS CONTRACT. HAD THE TRUTH BEEN KNOWN
ABOUT THE INSURANCE AND TAKING MY WIFE OF TITLE WE COULD
HAVE MADE A BETTER CONTRACT LEGALLY.**

**I BELIEVE THAT STEVE HOBBS, AT FRANKLIN BANK DID COMMIT A
WILLFUL ACT IN TELLING ME FROM THE BEGINNING I COULD GET
CREDIT LIFE INSURANCE. WHICH WAS A VERY IMPORTANT PART OF
THIS CONTRACT, HAD STEVE TOLD ME I COULD NOT GET INSURANCE
THEN I COULD HAVE MADE A DIFFERENT DECISION ON THIS LOAN, I,
WOULD HAVE STOPPED THIS CONTRACT AND WENT TO ANOTHER
BANK. I HAVE A COPY OF HIS OFFER FOR THIS INSURANCE AND
ACCEPTANCE BY ME IN WRITING. BECAUSE OF HIS WRONG DOING I AM
ASKING THIS HONORABLE COURT TO GRANT THE PAYOFF ON THE
LOAN OR PAY THE INSURANCE FOR THE REMAINDER OF THE LOAN
FOR BOTH MY WIFE AND I IN CASE EITHER DIES FIRST THE LOAN WILL
BE PAID OFF. PLUS RESIGN ALL DOCUMENTS LEGALLY, TO BE PAID BY
FRANKLIN BANK SSB.**

*PRESTIGE TITLE, INC.
1535 SCHILLINGER ROAD
SUITE A
MOBILE, ALABAMA 36695*

RESPECTIFULLY SUMITTED

Joseph M. Sheffield
JOSEPH M. SHEFFIELD, PRO-SE

*11835 STRINGFELLOW RD
GRAND BAY, AL. 36571*

**CIC
FRANKLIN BANK, SSB
9800 RICHMOND AVENUE
STE 680
HOUSTON, TX 77042**

State of Alabama
Unified Judicial System

Form C-34

Rev 6/8

**SUMMONS
-CIVIL-**

Case Number

CV- 06-3123

IN THE CIRCUIT COURT OF MOBILE COUNTYPlaintiff Joseph M. SHEFFIELD v. Defendant FRANKLIN BANK SSBNOTICE TO FRANKLIN BANK SSB 9800 RICHMOND AVENUE STE. 680 HOUSTON TX. 77042

THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS. YOU OR YOUR ATTORNEY ARE REQUIRED TO FILE THE ORIGINAL OF YOUR WRITTEN ANSWER, EITHER ADMITTING OR DENYING EACH ALLEGATION IN THE COMPLAINT WITH THE CLERK OF THIS COURT. A COPY OF YOUR ANSWER MUST BE MAILED OR HAND DELIVERED BY YOU OR YOUR ATTORNEY TO THE PLAINTIFF OR PLAINTIFF'S ATTORNEY Joseph M. SHEFFIELD - PRO-SE WHOSE

ADDRESS IS 11875 STRINGFELLOW RD GRAND BAY, AL. 36541

THIS ANSWER MUST BE MAILED OR DELIVERED WITHIN 30 DAYS AFTER THIS SUMMONS AND COMPLAINT WERE DELIVERED TO YOU OR A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY OR OTHER THINGS DEMANDED IN THE COMPLAINT.

TO ANY SHERIFF OR ANY PERSON AUTHORIZED by the Alabama Rules of Civil Procedure:
PROCESS SERVER

☐ You are hereby commanded to serve this summons and a copy of the complaint in this action upon the defendant.

☒ Service by certified mail of this summons is initiated upon the written request of Joseph M. SHEFFIELD pursuant to the Alabama Rules of Civil Procedure.

Date 9/18/2006Susan F. Wilson LG

SUSAN F. WILSON, Circuit Clerk
MOBILE COUNTY - CIVIL DIVISION
Mobile Government Plaza, Room C 936
205 Government Street
Mobile, Alabama 36644-2936

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

FRANKLIN BANK, SSB
9800 RICHMOND AVE
STE. 680
HOUSTON, TX 77042

CV06-3123 HY CJS

2. Article Number (Copy from service label)

7000 0600 0022 5990 0974

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

Date

Address of Server

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

C. Binkley 9-21-06

C. Signature

X

B. Date of Delivery

C. Agent

D. Addressee

E. Is delivery address different from item 1? ☐ Yes ☒ No

If YES, enter delivery address below:

3. Service Type

☒ Certified Mail ☐ Express Mail☐ Registered ☒ Return Receipt for Merchandise☐ Insured Mail ☐ C.O.D.4. Restricted Delivery? (Extra Fee) ☐ YesPRO SE

ure

vic

MAIL RECEIPT

No Insurance Coverage Provided

Postmark
Here

Server's Sign

Type of Pr

be completed by mailer)

Franklin Bank, SSB
9800 Richmond Ave. Ste. 680
Houston TX 77042

PS Form 3800, July 1999

See Reverse for Instructions

State of Alabama
Unified Judicial System

Form C-34

Rev 6/88

MOBILE SUMMONS
CIVIL-08
1000 SEP 1

Case Number

CV- 06-3123

IN THE CIRCUIT COURT OF MOBILE COUNTYPlaintiff Joseph M. Sheffield v. Defendant Prestige Title Inc.NOTICE TO Prestige Title Inc. 1535 Schillinger Rd. Suite A Mobile AL. 36695

THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS. YOU OR YOUR ATTORNEY ARE REQUIRED TO FILE THE ORIGINAL OF YOUR WRITTEN ANSWER, EITHER ADMITTING OR DENYING EACH ALLEGATION IN THE COMPLAINT WITH THE CLERK OF THIS COURT. A COPY OF YOUR ANSWER MUST BE MAILED OR HAND DELIVERED BY YOU OR YOUR ATTORNEY TO THE PLAINTIFF OR PLAINTIFF'S ATTORNEY Joseph M. Sheffield Pro SE WHOSE

ADDRESS IS 11835 Stringfellow Rd Grand Bay, AL 36541

THIS ANSWER MUST BE MAILED OR DELIVERED WITHIN 30 DAYS AFTER THIS SUMMONS AND COMPLAINT WERE DELIVERED TO YOU OR A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY OR OTHER THINGS DEMANDED IN THE COMPLAINT.

TO ANY SHERIFF OR ANY PERSON AUTHORIZED by the Alabama Rules of Civil Procedure:

PROCESS SERVER

☒ You are hereby commanded to serve this summons and a copy of the complaint in this action upon the defendant.

☐ Service by certified mail of this summons is initiated upon the written request of pursuant to the Alabama Rules of Civil Procedure.

Date 9/8/2006

Clerk

SUSAN F. WILSON, Circuit Clerk
MOBILE COUNTY - CIVIL DIVISION
Mobile Government Plaza, Room C936
205 Government Street
Mobile, Alabama 36644-2936

☐ Certified Mail is hereby requested.

Joseph M. Sheffield Pro SE
Plaintiff's/Attorney's Signature

RETURN ON SERVICE:

☐ Return receipt of certified mail received in this office on _____ (Date)

☒ I certify that I personally delivered a copy of the Summons and Complaint to

Prestige Title, Inc w/ Theresa Wood in Mobile County,
Alabama on 9/20/06 (Date)

Date

Server's Signature

Address of Server

Type of Process Server

PTT 030608m.

2006048102 Book-5995 Page-1242
Total Number of Pages: 18

State of Alabama-Mobile County
I certify this instrument was filed on:
June 28, 2006 @ 12:14:58 PM
MORTGAGE TAX \$155.25
S.R. FEE \$2.00
SURCHARGE \$10.00
RECORDING FEES \$46.00
TOTAL AMOUNT \$213.25

After Recording Return To:
Mortgage Resource Network
ATTN: Post Production Review Unit ID 2278
14800 Landmark Blvd., Suite 400
Dallas, TX 75254

PROBATE
COURT
COPY

2006048102
Don Davis, Judge of Probate

This document Prepared By:
Brenda Franco, Preparer
10333 Richmond Avenue, Suite 550
Houston, TX 77042

MORTGAGE

Loan No. 05-020058
MIN No. 1002133-0000013501-7
VA Case No. 22-22-6-0572752

THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated May 31, 2006, together with all Riders to this document.
- (B) "Borrower" is Joseph M. Sheffield, a married man. Borrower is the mortgagor under this Security Instrument. and Margie L. Sheffield, wife
- (C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
- (D) "Lender" is Franklin Bank, SSB. Lender is a State Savings Bank organized and existing under the laws of the State of Texas. Lender's address is 9800 Richmond Avenue, Ste. 680, Houston, TX 77042.
- (E) "Note" means the promissory note signed by Borrower and dated May 31, 2006. The Note states that Borrower owes Lender One Hundred Three Thousand Five Hundred Dollars (U.S. \$103,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 01, 2036.
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☒ [X] Manufactured Home Rider

☒ [X] VA Policy Assumption Rider

- (I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account.

4600
155.25
201.25
10.00
211.25
20
213.25

WHEN'S WRITE AFTER
CLOSING

Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably mortgages, grants and conveys to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the County of Mobile:

See Exhibit "A" attached hereto and made a part hereof for all purposes

Grantor covenants and agrees that among the real property and certain improvements conveyed by this instrument is a manufactured home described as 1998 Belmont Trojanair Serial #MSB983264S1/2SN37264 7264A/B HUD Label#s TRA409857 & TRA 409858 32 x 64, and said manufactured home is a permanent improvement to the real property and shall remain attached to and shall not be removed from said land until the indebtedness secured hereby is paid in full.

which currently has the address of 11835 Stringfellow Road, Grand Bay, AL 36541 ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3.

Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under

RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a

legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give a copy of a notice to Borrower in the manner provided in Section 15. Lender shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in Mobile County, Alabama, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of this County. Lender shall deliver to the purchaser Lender's deed conveying the Property. Lender or its designee may purchase the Property at any sale. Borrower covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

(24) Left out

ADDED TO CONTRACT
AFTER CLOSING

FORGED SIGNATURE
↓

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider executed by Borrower and recorded with it.

Joseph M. Sheffield
Joseph M. Sheffield

(Seal)

-Borrower

Margie L. Sheffield
Margie L. Sheffield

STATE OF ALABAMA, MOBILE County

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Joseph M. Sheffield**, whose name(s) is / are signed to the foregoing, and who is / are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he / she / they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 31 day of May 2006.

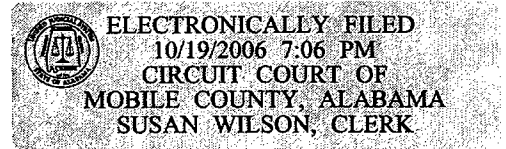
Sandy Mosley

Notary Public

Sandy Mosley

Printed Name

My Commission Expires: 8-5-09



**IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA
CIVIL DIVISION**

JOSEPH M. SHEFFIELD,

Plaintiff,

v.

PRESTIGE TITLE, INC., et al.

Defendant.

*

*

*

Civil Action No. 2006-3123

*

*

*

APPEARANCE OF COUNSEL

Comes now Chase R. Laurendine and files this general appearance in the above styled cause on behalf of the Defendant, Prestige Title, Inc.

CHASE R. LAURENDINE

Attorney for the Defendant

/s Chase R. Laurendine

Chase R. Laurendine (LAU002)

5909 Airport Boulevard

P. O. Box 850817

Mobile, Alabama 36685

(251) 344-9987

CERTIFICATE OF SERVICE

I hereby certify that on the 19th day of October, 2006, I electronically filed the foregoing with the Clerk of the Court using the AlaFile filing system which will send notification of such filing to the following:

NONE

and I hereby certify that I have mailed by United States Postal Service, properly addressed and first class postage prepaid to the following non AlaFile participants:

Joseph M. Sheffield
11835 Stringfellow Road
Grand Bay, Alabama 36541

/s Chase R. Laurendine
Chase R. Laurendine



AlaFile E-Notice

02-CV-2006-003123.00

To: CHASE LAURENDINE
seachaseiv@micro-comm.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00

The following NOTICE OF APPEARANCE was FILED on 10/19/2006 7:06:01 PM

Notice Date: 10/19/2006 7:06:01 PM

SUSAN WILSON
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
MOBILE, AL 36604

251-574-8786
susan.wilson@alacourt.gov



AlaFile E-Notice

02-CV-2006-003123.00

To: FRANKLIN BANK SSB (PRO SE)

, AL 0

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANKLIN BANK SSB ET AL
02-CV-2006-003123.00

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251-574-8786
susan.wilson@alacourt.gov



AlaFile E-Notice

02-CV-2006-003123.00

To: PRESTIAGE TITLE CO INC (PRO SE)

, AL 0

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00

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susan.wilson@alacourt.gov



AlaFile E-Notice

02-CV-2006-003123.00

To: SHEFFIELD JOSEPH M (PRO SE)
11835 STRINGFELLOW RD
GRAND BAY, AL 36541

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00

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susan.wilson@alacourt.gov

State of Alabama
Unified Judicial System
Sample
Form C-25 Rev. 3/95

APPLICATION, AFFIDAVIT, AND
ENTRY OF DEFAULT

CASE NUMBER

CIVIL No. 2006-3123

IN THE CIRCUIT COURT OF MOBILE COUNTY

Joseph M. SHEFFIELD ROSE v. PRESTIGE TITLE CO.
Plaintiff Defendant

☒ I, affiant, request that the clerk enter a default or judgment against the defendant, * PRESTIGE TITLE, INC. in the above case for the defendant(s) failing to plead, answer, or otherwise defend.

☒ I, affiant, request that the ☐ clerk of court; or ☒ judge enter a default judgment against the defendant, * PRESTIGE TITLE, INC. in the above case for the defendant(s) failing to plead, answer, or otherwise defend.

Signed

Joseph M. Sheffield

The affiant, Joseph M. SHEFFIELD, being duly sworn, states as follows:

1. That the affiant has personal knowledge of the facts set forth in this affidavit.
2. That the defendant was served with a summons and a copy of the Statement of Claim/Complaint on (date) 9-20-2006.
3. That more than 30 days have elapsed since the defendant was served with a summons and a copy of the Statement of Claim/Complaint.
4. That the defendant has failed to answer or otherwise defend against the plaintiff's claim/complaint.
5. That this affidavit is executed by the affiant in accordance with Rule 55(a) of the Alabama Rules of Civil Procedure, for the purpose of enabling the plaintiff to obtain an entry of default against the defendant, for the defendant's failing to answer or otherwise defend against the plaintiff's claim/complaint.
6. That the defendant is not an infant or an incompetent person, and there has been no violation of the provisions of Chapter 19, Title 5, Code of Alabama 1975.
7. Judgment Conditions: ☐ with ☒ without waiver of exemptions.
8. That the amount of money claimed by the defendant to the plaintiff in this case is to be determined as follows:

Principal Balance \$ 150,700.00

Interest \$ _____

Attorney Fee \$ _____

(If provided by contract, note or law)

(If requesting attorney's fees, it must be determined by the judge, not the clerk).

☐ SPECIFY PROPERTY (Describe on a separate sheet of paper, property of which the plaintiff demanded right to possession from the defendant in the claim/complaint)

9. The affiant requests entry of judgment.

Sworn To and Subscribed Before Me This

Date: 10/27/06

Affiant

Joseph M. Sheffield

Officer's Signature

3/15/10

Title

Entry of default entered against the defendant, _____

this (date) _____

Clerk/Register

Default judgment is hereby rendered against the Defendant in the amount by of \$ _____

11-306 TO THE JUDGE NYT
6 TRIAL DATE

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M. SHEFFIELD,

Plaintiff,

v.

FRANKLIN BANK, SSB and
PRESTIGE TITLE CO., INC.,

Defendants.

CIVIL ACTION NO.: CV-06-3123

NYT

- Pending

11/3/06
grate

**DEFENDANT FRANKLIN BANK'S MOTION FOR
EXTENSION OF TIME TO FILE ITS INITIAL RESPONSE**

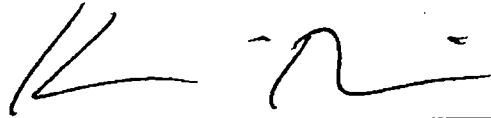
Franklin Bank, SSB ("Franklin"), one of the Defendants in the above-styled *pro se* lawsuit, respectfully requests that this Court enter an Order allowing it an additional twenty (20) days to file its initial response to Plaintiff's complaint. As grounds therefor, Franklin states as follows:

1. Franklin was served with this lawsuit on or about September 27, 2006, and undersigned counsel only recently entered his appearance on its behalf. In order to fully investigate the allegations made in Plaintiff's *pro se* complaint, and so that Franklin may meaningfully respond to Plaintiff's complaint, undersigned counsel needs and requests an additional twenty (20) days, or until November 16, 2006, to file a response.

2. No prejudice will result from this extension of time to respond.

WHEREFORE, premises considered, Franklin respectfully requests that this Court enter an Order allowing it until November 16, 2006, to file its initial response in the above-styled lawsuit.

Respectfully submitted,



KIRKLAND E. REID (REI023)
Attorney for Defendant
Franklin Bank, SSB

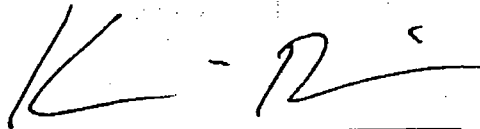
OF COUNSEL:
MILLER, HAMILTON,
SNIDER & ODOM, L.L.C.
Post Office Box 46
Mobile, Alabama 36601
(251) 432-1414

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the foregoing by depositing same in the United States mail, first class postage prepaid, on this the 27th day of October, 2006, to the following:

Joseph M. Sheffield
11835 Stringfellow Rd.
Grand Bay, AL 36541

Chase R. Laurendine
P. O. Box 850817
5909 Airport Boulevard
Mobile, Alabama 36685



KIRKLAND E. REID

STATE OF ALABAMA

Unified Judicial System

MOBILE

County

Revised 2/22/05

Check one (Not for Workers' Comp., PFA, or Small Claims cases):

☐

District Court

☒

Circuit Court

► Case No.

CV-06-3123

MOTION COVER SHEET

Style of case: JOSEPH M. SHEFFIELD

v. FRANKLIN BANK, SSB, et al.

Name of Filing Party: FRANKLIN BANK, SSB

Name, Address, and Telephone No. of Attorney or Party, If Not Represented:

Kirkland E. Reid, Miller, Hamilton, Snider & Odum, LLC

254 State Street, Mobile, AL 251-432-1414

Attorney Bar No.:

☐ Filed out by Clerk of Court

☐ Filing Fee Charged and Collected (Amt \$)

☐ Filing Fee Not Required (SM, Work Comp., PFA)

☐ Affidavit of Hardship on File

Type of Motion (Check One)**Motions Requiring Fee**

- ☐ Default Judgment (\$50.00)
- ☐ Intervene or Appear as Third Party Plaintiff – Only in CV cases, excluding DR cases filed on the CV docket (\$297.00)
- ☐ Joinder in Other Party's Dispositive Motion (i.e. Summary Judgment, Judgment on the Pleadings, or other Dispositive Motion not pursuant to Rule 12(b)) (\$50.00)
- ☐ Judgment on the Pleadings (\$50.00)
- ☐ Motion to Dismiss, or in the Alternative Summary Judgment (\$50.00)
- ☐ Other Dispositive Motion not pursuant to Rule 12(b) (\$50.00)
- ☐ Renewed Dispositive Motion (Summary Judgment, Judgment on the Pleadings, or other Dispositive Motion not pursuant to Rule 12(b)) (\$50.00)
- ☐ Summary Judgment or other Dispositive Motion not pursuant to Rule 12(b) (\$50.00)
- ☐ Other _____ (\$50.00)

* Motion fees are enumerated in §12-19-71(a). Fees pursuant to Local Act are not included. Please contact the Clerk of the Court regarding applicable local fees.

☐ Local Court Cost \$ _____

Motions Not Requiring Fee

- ☐ Add Party
- ☐ Amend
- ☐ Change of Venue/Transfer
- ☐ Compel
- ☐ Consolidation
- ☐ Continue
- ☐ Deposition
- ☐ Designate a Mediator
- ☐ Judgment as a Matter of Law (during trial)
- ☐ Disburse Funds
- ☐ Discovery
- ☐ Ex Parte Restraining
- ☒ Extension of Time
- ☐ In Limine
- ☐ Joinder
- ☐ More Definite Statement
- ☐ Motion to Dismiss pursuant to Rule 12(b)
- ☐ New Trial
- ☐ Objection of Exemptions Claimed
- ☐ Plaintiff's Motion to Dismiss or Stipulation of Dismissal
- ☐ Preliminary Injunction
- ☐ Protective Order
- ☐ Quash
- ☐ Release from Stay of Execution
- ☐ Sanctions
- ☐ Sever
- ☐ Show Cause
- ☐ Special Practice in Alabama
- ☐ Stay
- ☐ Strike
- ☐ Supplement to Pending Motion
- ☐ Temporary Restraining Order
- ☐ Vacate or Modify
- ☐ Withdraw
- ☐ Other _____ (Subject to filing fee)

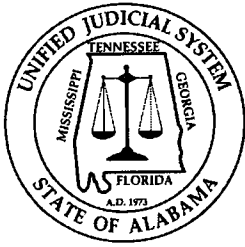
Check here if you have filed or are filing contemporaneously with this motion an Affidavit of Substantial Hardship ☐

Date:

October 27, 2006

Signature of Attorney or Party:

*This Cover Sheet must be completed and submitted to the Clerk of Court upon the filing of any motion. Each motion should contain a separate Cover Sheet.
 ** Motions titled 'Motion to Dismiss' that are not pursuant to Rule 12(b) and are in fact Motions for Summary Judgments are subject to filing fee



AlaFile E-Notice

02-CV-2006-003123.00

Judge: HERMAN YOUNG THOMAS

To: SHEFFIELD JOSEPH M (PRO SE)
11835 STRINGFELLOW RD
GRAND BAY, AL 36541

NOTICE OF SERVICE

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00

The following matter was served on 9/20/2006

**D002 PRESTIAGE TITLE CO INC
SERVED PERSONALLY**

**SUSAN WILSON
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
MOBILE, AL 36604**

251-574-8786
susan.wilson@alacourt.gov

STATE OF ALABAMA Unified Judicial System		Revised 2/14/05	Case No. CV200600312300
02-MOBILE		<input type="checkbox"/> District Court <input checked="" type="checkbox"/> Circuit Court	
JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL		CIVIL MOTION COVER SHEET <i>Name of Filing Party:</i> D002 - PRESTIAGE TITLE CO INC	
<i>Name, Address, and Telephone No. of Attorney or Party. If Not Represented.</i> CHASE LAURENDINE POST OFFICE BOX 850817 MOBILE, AL 36685 Attorney Bar No.: LAU002		<input type="checkbox"/> Oral Arguments Requested	

TYPE OF MOTION

Motions Requiring Fee	Motions Not Requiring Fee	
<input type="checkbox"/> Default Judgment (\$50.00) Joinder in Other Party's Dispositive Motion (i.e. <input type="checkbox"/> Summary Judgment, Judgment on the Pleadings, or other Dispositive Motion not pursuant to Rule 12(b)) (\$50.00) <input type="checkbox"/> Judgment on the Pleadings (\$50.00) <input type="checkbox"/> Motion to Dismiss, or in the Alternative Summary Judgment(\$50.00) Renewed Dispositive Motion(Summary Judgment, <input type="checkbox"/> Judgment on the Pleadings, or other Dispositive Motion not pursuant to Rule 12(b)) (\$50.00) <input type="checkbox"/> Summary Judgment pursuant to Rule 56(\$50.00) <input type="checkbox"/> Other _____ pursuant to Rule _____ (\$50.00) *Motion fees are enumerated in §12-19-71(a). Fees pursuant to Local Act are not included. Please contact the Clerk of the Court regarding applicable local fees. <input type="checkbox"/> Local Court Costs \$ _____	<input type="checkbox"/> Add Party <input type="checkbox"/> Amend <input type="checkbox"/> Change of Venue/Transfer <input type="checkbox"/> Compel <input type="checkbox"/> Consolidation <input type="checkbox"/> Continue <input type="checkbox"/> Deposition <input type="checkbox"/> Designate a Mediator <input type="checkbox"/> Judgment as a Matter of Law (during Trial) <input type="checkbox"/> Disburse Funds <input type="checkbox"/> Extension of Time <input type="checkbox"/> In Limine <input type="checkbox"/> Joinder <input type="checkbox"/> More Definite Statement <input type="checkbox"/> Motion to Dismiss pursuant to Rule 12(b) <input type="checkbox"/> New Trial <input type="checkbox"/> Objection of Exemptions Claimed <input type="checkbox"/> Pendente Lite <input type="checkbox"/> Plaintiff's Motion to Dismiss <input type="checkbox"/> Preliminary Injunction <input type="checkbox"/> Protective Order <input type="checkbox"/> Quash <input type="checkbox"/> Release from Stay of Execution <input type="checkbox"/> Sanctions <input type="checkbox"/> Sever <input type="checkbox"/> Special Practice in Alabama <input type="checkbox"/> Stay <input type="checkbox"/> Strike <input type="checkbox"/> Supplement to Pending Motion <input type="checkbox"/> Vacate or Modify <input type="checkbox"/> Withdraw <input type="checkbox"/> Other _____ pursuant to Rule _____ (Subject to Filing Fee)	
Check here if you have filed or are filing contemporaneously with this motion an Affidavit of Substantial Hardship <input type="checkbox"/>	Date: <div style="text-align: center;">11/1/2006 3:41:48 PM</div>	Signature of Attorney or Party: <div style="text-align: center;">/s/ CHASE LAURENDINE</div>

*This Cover Sheet must be completed and submitted to the Clerk of Court upon the filing of any motion. Each motion should contain a separate Cover Sheet.
 **Motions titled 'Motion to Dismiss' that are not pursuant to Rule 12(b) and are in fact Motions for Summary Judgments are subject to filing fee.



ELECTRONICALLY FILED
11/1/2006 3:43 PM
CIRCUIT COURT OF
MOBILE COUNTY, ALABAMA
SUSAN WILSON, CLERK

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA
CIVIL DIVISION

JOSEPH M. SHEFFIELD,

Plaintiff,

v.

PRESTIGE TITLE, INC., et al.

Defendant.

Civil Action No. 2006-3123

**DEFENDANT, PRESTIGE TITLE, INC.'S MOTION FOR
EXTENSION OF TIME TO FILE RESPONSIVE PLEADING**

Comes now the Defendant, Prestige Title, Inc., (Prestige) by and through its attorney, Chase R. Laurendine and files its motion for additional time in which to file its responsive pleading to Plaintiff's complaint and in support thereof respectfully shows unto this Honorable Court as follows:

1. Prestige was served with Plaintiff's complaint on September 18, 2006.
2. On October 19, 2006, Prestige's attorney, Chase R. Laurendine, appeared on behalf of said defendant.
3. Prestige needs additional time to fully investigate the allegations contained in the Plaintiff's complaint and thoroughly respond to said allegations.
4. Prestige respectfully request an additional fifteen (15) days in which to file a responsive pleading to Plaintiff's complaint.
5. No prejudice to Plaintiff will result from this extension of time.

WHEREFORE, Prestige prays that this Honorable Court will grant said Defendant until November 16, 2006, to file its responsive pleading to the Plaintiff's complaint. The Defendant prays for such other, further and different relief as this Honorable Court may deem it entitled to receive the premises considered.

CHASE R. LAURENDINE (LAU002)
Attorney for the Defendant

/s Chase R. Laurendine

5909 Airport Boulevard
P. O. Box 850817
Mobile, Alabama 36685
(251) 344-9987

CERTIFICATE OF SERVICE

I hereby certify that on the 1st day of November, 2006, I electronically filed the foregoing with the Clerk of the Court using the AlaFile filing system which will send notification of such filing to the following:

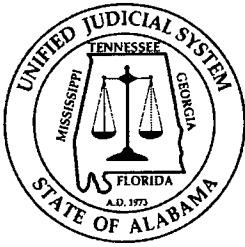
NONE

and I hereby certify that I have mailed by United States Postal Service, properly addressed and first class postage prepaid to the following non-AlaFile participants:

Joseph M. Sheffield
11835 Stringfellow Road
Grand Bay, Alabama 36541

Kirkland E. Reid, Esquire
Miller, Hamilton, Snider & Odom, L.L.C.
Post Office Box 46
Mobile, Alabama 36601

/s Chase R. Laurendine
Chase R. Laurendine



AlaFile E-Notice

02-CV-2006-003123.00

Judge: HERMAN YOUNG THOMAS

To: CHASE LAURENDINE
seachaseiv@micro-comm.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00

The following matter was FILED on 11/1/2006 3:43:56 PM

D002 PRESTIAGE TITLE CO INC
MOTION FOR EXTENSION OF TIME
[Attorney: LAURENDINE CHASE R]

Notice Date: 11/1/2006 3:43:56 PM

SUSAN WILSON
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
MOBILE, AL 36644

251-574-8525
susan.wilson@alacourt.gov



AlaFile E-Notice

02-CV-2006-003123.00

Judge: HERMAN YOUNG THOMAS

To: SHEFFIELD JOSEPH M (PRO SE)
11835 STRINGFELLOW RD
GRAND BAY, AL 36541

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00

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[Attorney: LAURENDINE CHASE R]

Notice Date: 11/1/2006 3:43:56 PM

SUSAN WILSON
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
MOBILE, AL 36644

251-574-8525
susan.wilson@alacourt.gov



AlaFile E-Notice

02-CV-2006-003123.00

Judge: HERMAN YOUNG THOMAS

To: REID KIRKLAND EDWARD
MILLER HAMILTON SNIDER
P O BOX 46
MOBILE, AL 36601

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00

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[Attorney: LAURENDINE CHASE R]

Notice Date: 11/1/2006 3:43:56 PM

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205 GOVERNMENT STREET
MOBILE, AL 36644

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AlaFile E-Notice

02-CV-2006-003123.00

Judge: HERMAN YOUNG THOMAS

To: LAURENDINE CHASE R
seachaseiv@micro-comm.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00

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MOTION FOR EXTENSION OF TIME
[Attorney: LAURENDINE CHASE R]

Notice Date: 11/1/2006 3:43:56 PM

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MOBILE COUNTY, ALABAMA
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AlaFile E-Notice

02-CV-2006-003123.00

Judge: HERMAN YOUNG THOMAS

To: LAURENDINE CHASE R
seachaseiv@micro-comm.com

NOTICE OF COURT ACTION

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00

A court action ws entered in the above case on 11/3/2006 4:59:54 PM

D002 PRESTIAGE TITLE CO INC
MOTION FOR EXTENSION OF TIME
[Attorney: LAURENDINE CHASE R]

Disposition: GRANTED
Judge: HYT
Notice Date: 11/3/2006 4:59:54 PM

SUSAN WILSON
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
MOBILE, AL 36644

251-574-8525
susan.wilson@alacourt.gov



AlaFile E-Notice

02-CV-2006-003123.00

Judge: HERMAN YOUNG THOMAS

To: REID KIRKLAND EDWARD
kirkreid@mhsolaw.com

NOTICE OF COURT ACTION

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANKLIN BANK SSB ET AL
02-CV-2006-003123.00

A court action was entered in the above case on 11/3/2006 4:59:54 PM

D002 PRESTIGE TITLE CO INC
MOTION FOR EXTENSION OF TIME
[Attorney: LAURENDINE CHASE R]

Disposition: GRANTED
Judge: HYT
Notice Date: 11/3/2006 4:59:54 PM

SUSAN WILSON
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
MOBILE, AL 36644

251-574-8525
susan.wilson@alacourt.gov



AlaFile E-Notice

02-CV-2006-003123.00

Judge: HERMAN YOUNG THOMAS

To: SHEFFIELD JOSEPH M (PRO SE)
11835 STRINGFELLOW RD
GRAND BAY, AL 36541

NOTICE OF COURT ACTION

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANKLIN BANK SSB ET AL
02-CV-2006-003123.00

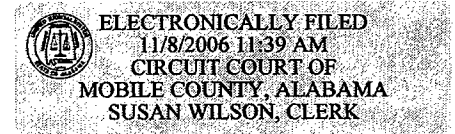
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D002 PRESTIGE TITLE CO INC
MOTION FOR EXTENSION OF TIME
[Attorney: LAURENDINE CHASE R]

Disposition: GRANTED
Judge: HYT
Notice Date: 11/3/2006 4:59:54 PM

SUSAN WILSON
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
MOBILE, AL 36644

251-574-8525
susan.wilson@alacourt.gov



IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

SHEFFIELD JOSEPH M

Plaintiff

v.

FRANKLIN BANK SSB

PRESTIAGE TITLE CO INC

Defendants

Case No.: CV-2006-003123.00

ORDER

DEFENDANT FRANKLIN BANK'S MOTION FOR EXTENSION OF TIME TO FILE ITS INITIAL RESPONSE IS GRANTED.

DONE this 8th day of November, 2006

/s HERMAN YOUNG THOMAS

CIRCUIT JUDGE



AlaFile E-Notice

02-CV-2006-003123.00

Judge: HERMAN YOUNG THOMAS

To: LAURENDINE CHASE R
seachaseiv@micro-comm.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00

The following matter was on 11/8/2006 11:39:49 AM

Notice Date: 11/8/2006 11:39:49 AM

SUSAN WILSON
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
MOBILE, AL 36644

251-574-8525
susan.wilson@alacourt.gov



AlaFile E-Notice

02-CV-2006-003123.00

Judge: HERMAN YOUNG THOMAS

To: REID KIRKLAND EDWARD
kirkreid@mhsolaw.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00

The following matter was on 11/8/2006 11:39:49 AM

Notice Date: 11/8/2006 11:39:49 AM

SUSAN WILSON
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
MOBILE, AL 36644

251-574-8525
susan.wilson@alacourt.gov



AlaFile E-Notice

02-CV-2006-003123.00

Judge: HERMAN YOUNG THOMAS

To: SHEFFIELD JOSEPH M (PRO SE)
11835 STRINGFELLOW RD
GRAND BAY, AL 36541

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

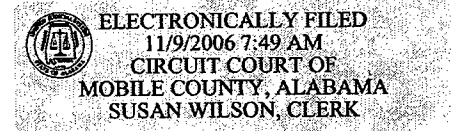
JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00

The following matter was on 11/8/2006 11:39:49 AM

Notice Date: 11/8/2006 11:39:49 AM

SUSAN WILSON
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
MOBILE, AL 36644

251-574-8525
susan.wilson@alacourt.gov



IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

SHEFFIELD JOSEPH M

Plaintiff

v.

FRANKLIN BANK SSB

PRESTIAGE TITLE CO INC

Defendants

Case No.: CV-2006-003123.00

ORDER

DEFENDANT, FRANKLIN BANK'S MOTION FOR EXTENSION OF TIME TO FILE ITS INITIAL RESPONSE IS GRANTED.

DONE this 9th day of November, 2006

/s HERMAN YOUNG THOMAS

CIRCUIT JUDGE



AlaFile E-Notice

02-CV-2006-003123.00

Judge: HERMAN YOUNG THOMAS

To: LAURENDINE CHASE R
seachaseiv@micro-comm.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANKLIN BANK SSB ET AL
02-CV-2006-003123.00

The following matter was on 11/9/2006 7:49:46 AM

Notice Date: 11/9/2006 7:49:46 AM

SUSAN WILSON
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
MOBILE, AL 36644

251-574-8525
susan.wilson@alacourt.gov



AlaFile E-Notice

02-CV-2006-003123.00

Judge: HERMAN YOUNG THOMAS

To: REID KIRKLAND EDWARD
kirkreid@mhsolaw.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

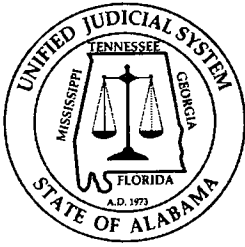
JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00

The following matter was on 11/9/2006 7:49:46 AM

Notice Date: 11/9/2006 7:49:46 AM

SUSAN WILSON
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
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MOBILE, AL 36644

251-574-8525
susan.wilson@alacourt.gov



AlaFile E-Notice

02-CV-2006-003123.00

Judge: HERMAN YOUNG THOMAS

To: SHEFFIELD JOSEPH M (PRO SE)
11835 STRINGFELLOW RD
GRAND BAY, AL 36541

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00

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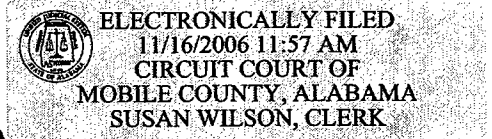
STATE OF ALABAMA Unified Judicial System		Revised 2/14/05	Case No. CV200600312300
02-MOBILE		<input type="checkbox"/> District Court <input checked="" type="checkbox"/> Circuit Court	
JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL		CIVIL MOTION COVER SHEET <i>Name of Filing Party:</i> D001 - FRANKLIN BANK SSB	
<i>Name, Address, and Telephone No. of Attorney or Party. If Not Represented.</i> KIRKLAND REID 254 STATE STREET MOBILE, AL 36603 Attorney Bar No.: REI023		<input type="checkbox"/> Oral Arguments Requested	

TYPE OF MOTION

Motions Requiring Fee	Motions Not Requiring Fee
<input type="checkbox"/> Default Judgment (\$50.00) Joinder in Other Party's Dispositive Motion (i.e. <input type="checkbox"/> Summary Judgment, Judgment on the Pleadings, or other Dispositive Motion not pursuant to Rule 12(b)) (\$50.00) <input type="checkbox"/> Judgment on the Pleadings (\$50.00) <input type="checkbox"/> Motion to Dismiss, or in the Alternative Summary Judgment(\$50.00) Renewed Dispositive Motion(Summary Judgment, <input type="checkbox"/> Judgment on the Pleadings, or other Dispositive Motion not pursuant to Rule 12(b)) (\$50.00) <input type="checkbox"/> Summary Judgment pursuant to Rule 56(\$50.00) <input type="checkbox"/> Other _____ pursuant to Rule _____ (\$50.00) *Motion fees are enumerated in §12-19-71(a). Fees pursuant to Local Act are not included. Please contact the Clerk of the Court regarding applicable local fees. <input type="checkbox"/> Local Court Costs \$ _____	<input type="checkbox"/> Add Party <input type="checkbox"/> Amend <input type="checkbox"/> Change of Venue/Transfer <input type="checkbox"/> Compel <input type="checkbox"/> Consolidation <input type="checkbox"/> Continue <input type="checkbox"/> Deposition <input type="checkbox"/> Designate a Mediator <input type="checkbox"/> Judgment as a Matter of Law (during Trial) <input type="checkbox"/> Disburse Funds <input type="checkbox"/> Exstension of Time <input type="checkbox"/> In Limine <input type="checkbox"/> Joinder <input type="checkbox"/> More Definite Statement <input checked="" type="checkbox"/> Motion to Dismiss pursuant to Rule 12(b) <input type="checkbox"/> New Trial <input type="checkbox"/> Objection of Exemptions Claimed <input type="checkbox"/> Pendente Lite <input type="checkbox"/> Plaintiff's Motion to Dismiss <input type="checkbox"/> Preliminary Injunction <input type="checkbox"/> Protective Order <input type="checkbox"/> Quash <input type="checkbox"/> Release from Stay of Execution <input type="checkbox"/> Sanctions <input type="checkbox"/> Sever <input type="checkbox"/> Special Practice in Alabama <input type="checkbox"/> Stay <input type="checkbox"/> Strike <input type="checkbox"/> Supplement to Pending Motion <input type="checkbox"/> Vacate or Modify <input type="checkbox"/> Withdraw <input type="checkbox"/> Other _____ pursuant to Rule _____ (Subject to Filing Fee)
Check here if you have filed or are filing contemporaneously with this motion an Affidavit of Substantial Hardship <input type="checkbox"/>	Date: 11/16/2006 11:55:20 AM
Signature of Attorney or Party: /s KIRKLAND REID	

*This Cover Sheet must be completed and submitted to the Clerk of Court upon the filing of any motion. Each motion should contain a separate Cover Sheet.

**Motions titled 'Motion to Dismiss' that are not pursuant to Rule 12(b) and are in fact Motions for Summary Judgments are subject to filing fee.



IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M. SHEFFIELD,

Plaintiff,

v.

FRANKLIN BANK, SSB and
PRESTIGE TITLE CO., INC.,

Defendants.

*
*
*
*
*
*
*
*
*

CIVIL ACTION NO.: CV-06-3123

**MOTION TO DISMISS, OR, IN THE ALTERNATIVE,
FOR A MORE DEFINITE STATEMENT**

Franklin Bank, SSB ("Franklin"), one of the Defendants in the above-styled lawsuit, respectfully requests that this Court, pursuant to *Ala. R. Civ. P.* 12(b)(6), enter an Order dismissing this case, or, in the alternative, requiring *pro se* Plaintiff to furnish a more definite statement of his claims. As grounds therefor, Franklin states as follows:

1. It is somewhat difficult to understand exactly what is being alleged against Franklin in Plaintiff's complaint. In part at least, it appears that Franklin is being accused of fraud for **not selling** and **not placing** credit life insurance on Plaintiff's loan, for which Franklin was the lender.

2. If this is the claim against Franklin, it is illogical at best. First, if Plaintiff truly wants credit life insurance, he is free to obtain it, as there are many companies offering this product. (Franklin does not offer this product.) Second, because Plaintiff does not have credit life insurance he actually is paying *less* on his loan than he otherwise would. Consequently, he has suffered no legally cognizable injury. *See, e.g., National Security Ins. Co. v. Beasley*, 406 So. 2d 923 (Ala. Civ. App. 1981) ("Damage is an essential element of actionable fraud."). Finally, Plaintiff obviously is alive. There can therefore be no damage for *not having* credit life insurance at this time. In other words, Plaintiff's claim is not ripe because no legally-recognized injury has occurred. Again, if

Plaintiff truly wants credit life insurance, he is free to obtain it. Because Plaintiff obviously has suffered no damage because of currently not having credit life insurance, his fraud claim based on this allegation fails to state a claim and should be dismissed.

3. Moreover, as Franklin understands Plaintiff's fraud claim against it, the claim is based on alleged acts that were to take place in the future, and thus would constitute a claim for promissory fraud. Promissory fraud requires a present intent to deceive when the alleged promise is made. *See, e.g., Aldridge v. DaimlerChrysler Corp.*, 809 So. 2d 785 (Ala. 2001). There is not even an allegation of a present intent to deceive in Plaintiff's complaint, and the complaint therefore should be dismissed for failure to state a claim.

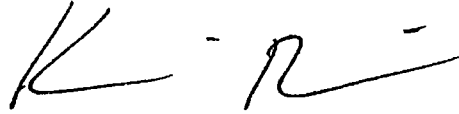
4. In the alternative, to the extent there are other claims and allegations made against Franklin, Plaintiff should be required to furnish a more definite statement of those claims. Specifically, Plaintiff complains of various things involving the closing on his mortgage. Franklin was not involved in the closing in any way. Title companies and their closing agents generally conduct closings – as Plaintiff alleges happened here. If, as it seems, Plaintiff is seeking to impose liability on Franklin for actions occurring at or around the closing, this would be improper and inconsistent with his pleadings. Plaintiff should, at a minimum, be required to more particularly delineate which allegations of his complaint are directed at which Defendant so that each Defendant may properly form a response to those allegations. *Ala. R. Civ. P. 12(e)*.

WHEREFORE, premises considered, Franklin requests that this Court dismiss Plaintiff's fraud claim against it because Plaintiff has obviously suffered no damage based on the allegations made herein. In the alternative, Franklin respectfully requests that Plaintiff be required to furnish

a more definite statement of his allegations so that Franklin may form a meaningful response thereto.

Franklin requests such other, further, and different relief as justice may require.

Respectfully submitted,



KIRKLAND E. REID (REI023)

Attorney for Defendant

Franklin Bank, SSB

OF COUNSEL:

MILLER, HAMILTON,

SNIDER & ODOM, L.L.C.

Post Office Box 46

Mobile, Alabama 36601

(251) 432-1414

CERTIFICATE OF SERVICE

I hereby certify a copy of the foregoing has been filed electronically with AlaFile on this 16th day of November, 2006, and will be served as indicated to the following:

VIA ELECTRONIC MAIL:

Chase R. Laurendine

P. O. Box 850817

5909 Airport Boulevard

Mobile, Alabama 36685

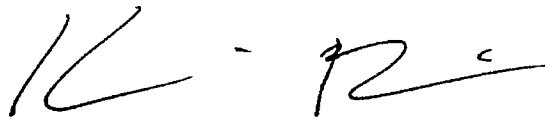
seachaseiv@micro-comm.com

VIA U.S. MAIL:

Joseph M. Sheffield

11835 Stringfellow Rd.

Grand Bay, AL 36541



KIRKLAND E. REID



AlaFile E-Notice

02-CV-2006-003123.00

Judge: HERMAN YOUNG THOMAS

To: KIRKLAND REID
kirkreid@mhsolaw.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANKLIN BANK SSB ET AL
02-CV-2006-003123.00

The following matter was FILED on 11/16/2006 11:57:22 AM

D001 FRANKLIN BANK SSB
MOTION TO DISMISS PURSUANT TO RULE 12(B)
[Attorney: REID KIRKLAND EDWARD]

Notice Date: 11/16/2006 11:57:22 AM

SUSAN WILSON
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
MOBILE, AL 36644

251-574-8525
susan.wilson@alacourt.gov



AlaFile E-Notice

02-CV-2006-003123.00

Judge: HERMAN YOUNG THOMAS

To: SHEFFIELD JOSEPH M (PRO SE)
11835 STRINGFELLOW RD
GRAND BAY, AL 36541

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AlaFile E-Notice

02-CV-2006-003123.00

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To: LAURENDINE CHASE R
seachaseiv@micro-comm.com

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02-CV-2006-003123.00

Judge: HERMAN YOUNG THOMAS

To: REID KIRKLAND EDWARD
kirkreid@mhsolaw.com

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AlaFile E-Notice

02-CV-2006-003123.00

Judge: HERMAN YOUNG THOMAS

To: LAURENDINE CHASE R
seachaseiv@micro-comm.com

NOTICE OF CASE SETTING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANKLIN BANK SSB ET AL
02-CV-2006-003123.00

The following matter was SET FOR HEARING

**D001 FRANKLIN BANK SSB
MOTION TO DISMISS PURSUANT TO RULE 12(B)**

[Attorney: REID KIRKLAND EDWARD]

Hearing Date: 12/15/2006
Hearing Time: 08:30:00 AM
Location: Courtroom 8200

Notice Date: 11/17/2006 8:59:08 AM

**SUSAN WILSON
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
MOBILE, AL 36644**

251-574-8525
susan.wilson@alacourt.gov



AlaFile E-Notice

02-CV-2006-003123.00

Judge: HERMAN YOUNG THOMAS

To: REID KIRKLAND EDWARD
kirkreid@mhsolaw.com

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susan.wilson@alacourt.gov



AlaFile E-Notice

02-CV-2006-003123.00

Judge: HERMAN YOUNG THOMAS

To: SHEFFIELD JOSEPH M (PRO SE)
11835 STRINGFELLOW RD
GRAND BAY, AL 36541

NOTICE OF CASE SETTING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANKLIN BANK SSB ET AL
02-CV-2006-003123.00

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CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
MOBILE, AL 36644

251-574-8525
susan.wilson@alacourt.gov

REVISED: 9/1/92 9/14/92 1/4/93

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

Joseph M. SHEFFIELD PRO SE

CIVIL ACTION NO. 02-CV-2006-003123.00

Plaintiff(s)

VS

JUDGE HERMAN YOUNG THOMAS

FRANKLIN BANK SSB

JURY OR BENCH TRIAL BENCH TRIAL

Defendant(s)

MOTION TO SET AND CERTIFICATE OF READINESS

Comes now the attorney for Joseph M. SHEFFIELD, PLAINTIFF
PRO SE LITIGANT in the above styled cause, and respectfully certifies to the Court as follows:

1. The complaint in this cause was filed on SEPT. 8, 2006.

2. The issues in this cause have been defined and joined.

3. All discovery has been completed;

YES All discovery will be completed within 60 days from the filing of this
 Certificate of Readiness.

4. A demand for trial by jury has been made; or

YES A demand for trial by jury has not been made.

5. The length of trial is expected to be 2 DAYS (hours or days).

6. A brief description of the plaintiff's claims:

FRANKLIN BANK'S EMPLOYEE DID COMMIT A CRIME OF FRAUD (SEE ATTACHED SHEETS)

PRESTIGE TITLE Co. Inc. DID COMMIT AN A CRIME OF FRAUD & FORGERY

7. The names, addresses, and telephone numbers of the parties or their attorneys responsible for litigation are:

REID KIRKLAND EDWARD, 284 STAIR STREET, MOBILE AL. 36603 (251) 432-1444

ATTORNEY FOR FRANKLIN BANK SSB DEFENDANTS

8. Your movant certifies that all expert witnesses expected to testify at trial have been disclosed to all parties, together with a summary of their opinions.

9. Your movant acknowledges his/her responsibility to make all documents, exhibits, and physical evidence, or copies thereof, expected to be used in the case in chief available to the other parties, not less than 21 days prior to trial, for inspection and copying.

10. Your movant certifies that he/she has read the pre-trial order, that he/she has complied with it to date and will comply with its requirements in the future.

Wherefore, the undersigned respectfully certifies that the cause is now, or will be within 60 days, ready for trial and moves this Court to place this cause on the Active Calendar for a trial setting.

CERTIFICATE OF SERVICE: Your movant certifies that a copy of this request has been delivered or mailed to all parties to this litigation in compliance with the Alabama Rules of Civil Procedure.

Joseph M. SHEFFIELD PRO SE

Name

11835 STRINGFELLOW RD

Address

GRAND BAY, AL. 36541

(251) 865-9768

Telephone Number

Granted this _____ day of _____, 20____

Set for trial the _____ day of _____, 20____

Circuit Judge

IN THE CIRCUIT COURT OF MOBILE COUNTY ALABAMA

JOSEPH M. SHEFFIELD PRO SE*

PLAINTIFF

V

**FRANKLIN BANK SSB AND
PRESTIAGE TITLE CO., INC.**

DEFENDANTS

CIVIL ACTION NO: CV-06-3123

PLAINTIFFS MOTION TO SET READINESS FOR TRIAL

**PLAINTIFF ASK THIS HONORABLE COURT TO EXCEPT THIS
MOTION TO SET DATE FOR TRIAL AND TO DIMISS FRANKLIN
BANKS MOTION TO DISMISS. (ANSWER) FILED ON NOV. 16, 2006.**

BY

**DEFENDANTS (FRANKLIN BANK SSB) ATTORNEY, MR. KIRKLAND
E. REID.**

PLAINTIFF WILL SHOW WHY THIS CASE SHOULD BE PLACED ON THE ACTIVE CALANDER FOR TRIAL AGAINST FRANKLIN BANK SSB DEFENDANT, IN THIS MOTION. STEVE HOBBS, LOAN OFFICER FOR FRANKLIN BANK AND SANDY MOSLEY OF PRESTIAGE TITLE INC. ARE SO INEXTRICABLY INTERTWINED AS TO NOT BE SEPERATED. SEE THE FOLLOWING.

1) STEVE HOBBS (LOAN OFFICER AT FRANKLIN BANK SSB SEDRO WOOLEY, WA. DID OFFER ME CREDIT LIFE INSURANCE IN WRITING ON DEC. 23,2005. AND I AGREED AND SIGNED ON DEC.29,2005. ACCORDING TO KIRKLAND E. REID, ATTORNEY FOR DEFENDANT FRANKLIN BANK SSB, (FRANKLIN DOES NOT OFFER THIS INSURANCE.) THIS CONTRACT WAS IN PART CONTIGENT UPON GETTING THIS INSURANCE. STEVE HOBBS NEVER DID PLACE A PRICE ON THIS DOCUMENT, BUT DID SAY THAT IT WOULD RUN APPOX.\$100.00 TO \$ 125.00 PER MONTH. (MR REID MUST NOT KNOW WHAT CREDIT LIFE INSURANCE IS.) CREDIT LIFE INSURANCE IS A DECREASING LIFE INSURANCE THAT A SPOUCE TAKES OUT TO PROTECT HIS OR HER PROPERTY IN CASE THE OTHER DIES BEFORE THE LOAN HAS BEEN PAID IN FULL. SEE COPY ATTACHED.

2] IN DEFENDANTS MOTION TO DISMISS FILED BY ATTORNEY ERIC REID , MR REID STATES ON PAGE 1 THAT I WOULD SAVE MONEY BY NOT HAVING THE INSURANCE. I DID NOT EXPECT TO GET FREE INSURANCE FOR THE PROTECTION OF MY FAMILY. I WANTED THIS INSURANCE BECAUSE I DID NOT WANT MY WIFE TO LOSE HER PROPERTY. BUT AT CLOSING MY WIFE WAS TAKEN OFF THE MORTGAGE. ONLY I SIGNED (COPY ATTACHED.) THE REASON, PRESTIAGE TITLE (SANDY MOSLEY & STEVE HOBBS OF "FRANKLIN" BANK SSB FORGED MY WIFE'S SIGNATURE TO THE MORTGAGE BECAUSE CODE OF ALABAMA 1975 SUB SECTION 6-10-3 (ALIANATION OF SPOUCE) THE WIFE HAS TO GIVE HER \ ASSENT AND SIGNATURE. ON DEFENDANTS MOTION TO DISMISS MR REID STATES THAT (" FRANKLIN") ON PAGE 2 OF DEFENDANTS MOTION TO DISMISS, STATES AS A FACT THAT FRANKLIN WAS NOT INVOLVED IN THE CLOSING IN ANY WAY. SEE THE FOLLOWING.

A) FRANKLIN BANK SSB PAID UNDER CONTRACT TO PTI INC. FOR THE CLOSING OF THE LOAN.

B) STEVE HOBBS AT (FRANKLIN) KNEW HE WAS NEVER GOING TO GIVE ME CREDIT LIFE INSURANCE.

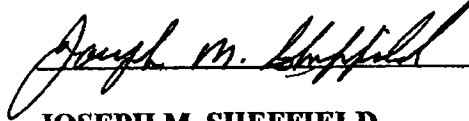
C) STEVE HOBBS AT (FRANKLIN) DID WITH INTENT TO HARM CAUSE ME TO LOSE MY EXEMPT STATUS ON MY LAND AND PROPERTY. WITH A COST OF APPROX. \$ 400.00 TO 500.00 A YEAR FOR TAXES FOR 30 YEARS. = APPROX. \$ 13,000.00

D) STEVE HOBBS AT (FRANKLIN) DID TELL ME THAT THE VA WANTED MY WIFE OFF TITLE. THAT WAS A LIE BECAUSE AT CLOSING IT STATED THE (LENDER.)

E) ATTORNEY FOR DEFENDANT. MR ERIC REID, STATES THAT (FRANKLIN) TOOK NO PART IN THE CLOSING. BUT ACCORDING TO MR REID ON PAGE 1 OF HIS MOTION TO DISMISS, HE STATES(" DAMAGE IS AN ESSENTIAL PART OF ACTIONABLE FRAUD") MR REID MUST NOT KNOW WHAT THE ELEMENTS OF FRAUD ARE. [MISREPRESENTATION, CONCEALMENT OR NON DISCLOSURE OF A MATERIAL FACT OF A CONTRACT]

WHEREFORE PREMISES CONSIDERED, PLAINTIFF PRAYS THAT THIS HONORABLE COURT WILL FIND THAT DEFENDANT'S MOTION TO DISMISS IS WITHOUT MERIT. PLAINTIFF REQUESTS SUCH OTHER , FURTHER, AND DIFFERENT RELIEF AS JUSTICE MAY REQUIRE.

RESPECTFULLY SUBMITTED



JOSEPH M. SHEFFIELD

PLAINTIFF PRO SE

CERTIFICATE OF SERVICE

**I HEREBY CERTIFY A COPY OF THE FOREGOING HAS BEEN
FILED US FIRST CLASS MAIL ON THIS THE 24 DAY OF NOVEMBER
2006 AND WILL BE SERVED AS INDICATED TO THE FOLLOWING.**

VIA U.S. MAIL

**KIRKLAND E. REED
ATTORNEY FOR DEFENDANT
FRANKLIN BANK SSB.
POST OFFICE BOX 46
MOBILE AL.36601
(251) 432-1414**

VIA US MAIL

**CHASE R. LAURENDINE
POST OFFICE BOX 850817
5909 AIRPORT BOULEVARD
MOBILE, AL. 36685**

TRUTH-IN-LENDING DISCLOSURE STATEMENT

(THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND)

Applicants:

JOSEPH M SHEFFIELD

Prepared By: FRANKLIN BANK

Property Address:

11838 STRINGFELLOW RD
Grand Bay, AL 36541636 SUNSET PARK DRIVE #125
SEDERO WOOLLEY, WA 98284
800-370-9110

Application No:

061223000

Date Prepared: 12/23/2005

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid after making all payments as scheduled
• 6.399 %	\$ • 110,962.67	\$ • 89,536.84	\$ • 199,499.51

☐ **REQUIRED DEPOSIT:** The annual percentage rate does not take into account your required deposit
PAYMENTS: Your payment schedule will be:

Number of Payments	Amount of Payments **	When Payments Are Due	Number of Payments	Amount of Payments **	When Payments Are Due
399	864.16	Monthly Beginning:			Monthly Beginning:
1	649.66				Monthly Beginning:

☒ **DEMAND FEATURE:** This obligation has a demand feature.

☐ **VARIABLE RATE FEATURE:** This loan contains a variable rate feature. A variable rate disclosure has been provided earlier.

CREDIT LIFE/CREDIT DISABILITY: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Type

Premium

Signature

☒ **DEMAND FEATURE:** This obligation has a demand feature.

☐ **VARIABLE RATE FEATURE:** This loan contains a variable rate feature. A variable rate disclosure has been provided earlier.

CREDIT LIFE/CREDIT DISABILITY: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Type	Premium	Signature
Credit Life		I want credit life insurance. Signature: <i>Joseph M Sheffield</i>
Credit Disability		I want credit disability insurance. Signature:
Credit Life and Disability		I want credit life and disability insurance. Signature:

INSURANCE: The following insurance is required to obtain credit:

☐ Credit life insurance ☐ Credit disability ☒ Property insurance ☐ Flood insurance

You may obtain the insurance from anyone you want that is acceptable to creditor

☐ If you purchase ☐ property ☐ flood insurance from creditor you will pay \$ for a one year term.

SECURITY: You are giving a security interest in: 11835 STRINGFELLOW RD, Grand Bay AL 36541

☐ The goods or property being purchased ☒ Real property you already own.

FILING FEES: \$ 150.00

LATE CHARGE: If a payment is more than 15 days late, you will be charged 4.000 % of the payment

PREPAYMENT: If you pay off early, you

☐ may ☒ will not have to pay a penalty.

☐ may ☒ will not be entitled to a refund of part of the finance charge.

ASSUMPTION: Someone buying your property

☐ may ☒ may, subject to conditions ☐ may not assume the remainder of your loan on the original terms.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties

☒ * means an estimate ☒ all dates and numerical disclosures except the late payment disclosures are estimates.

** NOTE: The Payments shown above include reserve deposits for Mortgage Insurance (if applicable), but exclude Property Taxes and Insurance.

THE UNDERSIGNED ACKNOWLEDGES RECEIVING A COMPLETED COPY OF THIS DISCLOSURE.

Joseph M Sheffield 12/29/05
 JOSEPH M SHEFFIELD (Applicant) (Date)

Steve Hobbs 12/23/05
 (Applicant) (Date)
 (Lender) (Date)

EXHIBIT "A"

Parcel "A"

Commence at the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 10, Township 7 South, Range 4 West and run thence North 363 feet to the Point of Beginning; thence continue North 270 feet to a point; thence run east 160 feet to a point; thence run south 270 feet to a point; thence run West 160 feet to the Point of Beginning.

Parcel "B"

Begin at the Southwest corner of the Northwest Quarter of the Southeast Quarter of said Section 10, Township 7 South, Range 4 West and run North 363 feet to the Point of Beginning, and from said Point of Beginning continue North 363 feet to a point; thence run East 1,320 feet more or less to the East line of said Quarter-Quarter section; thence run south 363 feet to a point; thence run west 1,320 feet more or less to the Point of Beginning.

Manufactured Home

Make and Model # Belmont GW 360

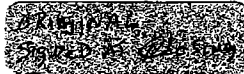
Serial # MSB983264S1S2SN37264

RECORDERS MEMORANDUM
At the time of recording, this instrument was found to be defective for the best photo-
reproduction because
of the use of non-standard paper,
carbon or photo copy, etc.

Public Court
Notary Public

After Recording Return To:
Mortgage Resource Network
ATTN: Post Production Review Unit ID 2278
14800 Landmark Blvd., Suite 400
Dallas, TX 75254

This document Prepared By:
Brenda Franco, Preparer
10333 Richmond Avenue, Suite 550
Houston, TX 77042



MORTGAGE

Loan No. 05-020058
MIN No. 1002133-0000013501-7
VA Case No. 22-22-4-0572752

THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated May 31, 2006, together with all Riders to this document.
- (B) "Borrower" is Joseph M. Sheffield, a married man. Borrower is the mortgagor under this Security Instrument.
- (C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
- (D) "Lender" is Franklin Bank, SSB. Lender is a State Savings Bank organized and existing under the laws of the State of Texas. Lender's address is 9800 Richmond Avenue, Ste. 680, Houston, TX 77042.
- (E) "Note" means the promissory note signed by Borrower and dated May 31, 2006. The Note states that Borrower owes Lender One Hundred Three Thousand Five Hundred Dollars (U.S. \$103,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 01, 2036.
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☒ Manufactured Home Rider

☒ VA Policy Assumption Rider

- (I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account.

Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably mortgages, grants and conveys to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the County of Mobile:

See Exhibit "A" attached hereto and made a part hereof for all purposes

Grantor covenants and agrees that among the real property and certain improvements conveyed by this instrument is a manufactured home described as 1998 Belmont Trojanair Serial #MSB983264S1/2SN37264 7264A/B HUD Label#s TRA409857 & TRA 409858 32 x 64, and said manufactured home is a permanent improvement to the real property and shall remain attached to and shall not be removed from said land until the indebtedness secured hereby is paid in full.

which currently has the address of 11835 Stringfellow Road, Grand Bay, AL 36541 ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3.

Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under

RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a

legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

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 Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give a copy of a notice to Borrower in the manner provided in Section 15. Lender shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in Mobile County, Alabama, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of this County. Lender shall deliver to the purchaser Lender's deed conveying the Property. Lender or its designee may purchase the Property at any sale. Borrower covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. ~~Waivers~~. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

Abolished

{ LEFT OUT 56-16-3 CODE OF AL. 1975 }
{ ALIENATION OF A MARRIED PERSON }

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider executed by Borrower and recorded with it.

Joseph M. Sheffield

(Seal)
-Borrower

STATE OF ALABAMA, MOBILE County

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Joseph M. Sheffield, whose name(s) is / are signed to the foregoing, and who is / are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he / she / they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 31 day of May

Sandy Mosley

Sandy Mosley
Notary Public
Printed Name
My Commission Expires: 8-5-09

MORTGAGE VIOLATES
6-10-3 Code of ALABAMA
MORTGAGE SIGNED
BY JOSEPH M. SHEFFIELD

AVSO351

CV 2006 003123.00

JUDGE: HERMAN YOUNG THOMAS

ALABAMA JUDICIAL DATA CENTER
CASE ACTION SUMMARY
CIRCUIT CIVIL

IN THE CIRCUIT COURT OF MOBILE COUNTY

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL

CERT DUE: 06042007

FILED: 09/08/2006 TYPE: BAD FAITH/FRAUD/MISR TYPE TRIAL: NON-JURY TRACK: F

 DATE1: CA: CA DATE:
 DATE2: AMT: \$.00 PAYMENT:
 DATE3: *****

 PLAINTIFF 001: SHEFFIELD JOSEPH M
 11835 STRINGFELLOW RD ATTORNEY: *** PRO SE ***

GRAND BAY, AL 36541-0000
 PHONE: (205) 000-0000

ENTERED: 09/08/2006 ISSUED: TYPE:
 SERVED: ANSWERED: JUDGEMENT:

DEFENDANT 001: FRANKLIN BANK SSB

ATTORNEY: KIRKLAND E REID 023

AL 00000-0000
 PHONE: (205) 000-0000

ENTERED: 09/08/2006 ISSUED: 09/18/2006 TYPE: CERTIFIED
 SERVED: 9/21/06 ANSWERED: JUDGEMENT:

DEFENDANT 002: PRESTIAGE TITLE CO INC

ATTORNEY:

AL 00000-0000
 PHONE: (205) 000-0000

ENTERED: 09/08/2006 ISSUED: 09/18/2006 TYPE: SHERIFF
 SERVED: 9/21/06 ANSWERED: JUDGEMENT:

SEP 08 2006 COMPLAINT & SUMMONS, FAST TRACK PRE-TRIAL ORDER

10-18-06 Notice of appearance as attorney for deft Franklin Bank SSB

10-27-06 Application, affidavit and entry of default.

October 27, 2006-Entry of default entered against deft Prestiage Title Co Inc.

CLERK

PDAM 12-8-06 (Notice to Pro Se)

10-27-06 Deft Franklin Bank SSB's motion for extension of time to file its initial response. *g*

LEG 09/18/2006

CV 2006 003123.00

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M. SHEFFIELD,

Plaintiff,

v.

FRANKLIN BANK, SSB and
PRESTIGE TITLE CO., INC.,

Defendants.

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*
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*
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CIVIL ACTION NO.: CV-06-3123

147

**DEFENDANT FRANKLIN BANK'S OBJECTION TO PLAINTIFF'S
MOTION TO SET AND CERTIFICATE OF READINESS**

Franklin Bank, SSB ("Franklin"), one of the Defendants in the above-styled lawsuit, respectfully requests that this Court enter an Order denying, as premature, Plaintiff's motion to set.

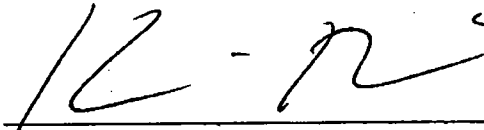
In support of this motion, Franklin states as follows:

1. Plaintiff's *pro se* complaint was filed on or about September 8, 2006, and Franklin was served on or about September 27, 2006. On November 16, 2006, Franklin filed its motion to dismiss, or, in the alternative, for a more definite statement. Franklin's motion is set for hearing on December 15, 2006. Shortly after Franklin filed its motion Plaintiff served his motion to set and certificate of readiness.

2. Not only has discovery not been commenced, much less completed, Franklin has a pending motion to dismiss before the Court and has therefore not even answered the complaint. Accordingly, Plaintiff's motion to set is premature, and Franklin objects to it.

WHEREFORE, premises considered, Franklin respectfully requests that this Court enter an Order denying Plaintiff's premature motion to set. Franklin requests such other, further, and different relief as justice may require.

Respectfully submitted,



KIRKLAND E. REID (REI023)

Attorney for Defendant
Franklin Bank, SSB

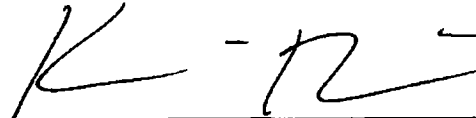
OF COUNSEL:
MILLER, HAMILTON,
SNIDER & ODOM, L.L.C.
Post Office Box 46
Mobile, Alabama 36601
(251) 432-1414

CERTIFICATE OF SERVICE

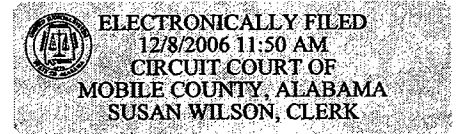
I hereby certify a copy of the foregoing has been filed served via U.S. Mail, postage prepaid,
on this the 5th day of December, 2006, upon the following:

Chase R. Laurendine
P. O. Box 850817
5909 Airport Boulevard
Mobile, Alabama 36685

Joseph M. Sheffield
11835 Stringfellow Rd.
Grand Bay, AL 36541



KIRKLAND E. REID



IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

SHEFFIELD JOSEPH M

Plaintiff

v.

FRANKLIN BANK SSB

PRESTIAGE TITLE CO INC

Defendants

Case No.: CV-2006-003123.00

ORDER

PLAINTIFF'S MOTION FOR DEFATUL JUDGMENT AGAINST PRESTIAGE TITLE COMPANY, INC.,
IS GRANTED. JUDGE FOR \$150,000.00 PLUS COSTS.

DONE this 8th day of December, 2006

/s HERMAN YOUNG THOMAS

CIRCUIT JUDGE



AlaFile E-Notice

02-CV-2006-003123.00

Judge: HERMAN YOUNG THOMAS

To: LAURENDINE CHASE R
seachaseiv@micro-comm.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00

The following matter was FILED on 12/8/2006 11:50:50 AM

Notice Date: 12/8/2006 11:50:50 AM

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MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
MOBILE, AL 36644

251-574-8525
susan.wilson@alacourt.gov



AlaFile E-Notice

02-CV-2006-003123.00

Judge: HERMAN YOUNG THOMAS

To: REID KIRKLAND EDWARD
kirkreid@mhsolaw.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
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AlaFile E-Notice

02-CV-2006-003123.00

Judge: HERMAN YOUNG THOMAS

To: SHEFFIELD JOSEPH M (PRO SE)
11835 STRINGFELLOW RD
GRAND BAY, AL 36541

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

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02-CV-2006-003123.00

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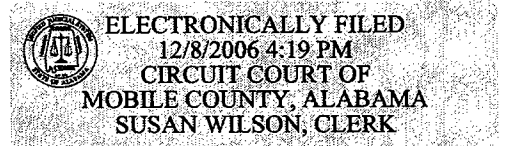
STATE OF ALABAMA Unified Judicial System		Revised 2/14/05	Case No. CV200600312300
02-MOBILE		<input type="checkbox"/> District Court <input checked="" type="checkbox"/> Circuit Court	
JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL		CIVIL MOTION COVER SHEET <i>Name of Filing Party:</i> D002 - PRESTIGE TITLE CO INC	
<i>Name, Address, and Telephone No. of Attorney or Party. If Not Represented.</i> CHASE LAURENDINE POST OFFICE BOX 850817 MOBILE, AL 36685 Attorney Bar No.: LAU002		<input checked="" type="checkbox"/> Oral Arguments Requested	

TYPE OF MOTION

Motions Requiring Fee	Motions Not Requiring Fee
<input type="checkbox"/> Default Judgment (\$50.00) Joinder in Other Party's Dispositive Motion (i.e. <input type="checkbox"/> Summary Judgment, Judgment on the Pleadings, or other Dispositive Motion not pursuant to Rule 12(b)) (\$50.00) <input type="checkbox"/> Judgment on the Pleadings (\$50.00) <input type="checkbox"/> Motion to Dismiss, or in the Alternative Summary Judgment(\$50.00) Renewed Dispositive Motion(Summary Judgment, <input type="checkbox"/> Judgment on the Pleadings, or other Dispositive Motion not pursuant to Rule 12(b)) (\$50.00) <input type="checkbox"/> Summary Judgment pursuant to Rule 56(\$50.00) <input type="checkbox"/> Other _____ pursuant to Rule _____ (\$50.00) *Motion fees are enumerated in §12-19-71(a). Fees pursuant to Local Act are not included. Please contact the Clerk of the Court regarding applicable local fees. <input type="checkbox"/> Local Court Costs \$ _____	<input type="checkbox"/> Add Party <input type="checkbox"/> Amend <input type="checkbox"/> Change of Venue/Transfer <input type="checkbox"/> Compel <input type="checkbox"/> Consolidation <input type="checkbox"/> Continue <input type="checkbox"/> Deposition <input type="checkbox"/> Designate a Mediator <input type="checkbox"/> Judgment as a Matter of Law (during Trial) <input type="checkbox"/> Disburse Funds <input type="checkbox"/> Extension of Time <input type="checkbox"/> In Limine <input type="checkbox"/> Joinder <input type="checkbox"/> More Definite Statement <input type="checkbox"/> Motion to Dismiss pursuant to Rule 12(b) <input type="checkbox"/> New Trial <input type="checkbox"/> Objection of Exemptions Claimed <input type="checkbox"/> Pendente Lite <input type="checkbox"/> Plaintiff's Motion to Dismiss <input type="checkbox"/> Preliminary Injunction <input type="checkbox"/> Protective Order <input type="checkbox"/> Quash <input type="checkbox"/> Release from Stay of Execution <input type="checkbox"/> Sanctions <input type="checkbox"/> Sever <input type="checkbox"/> Special Practice in Alabama <input type="checkbox"/> Stay <input type="checkbox"/> Strike <input type="checkbox"/> Supplement to Pending Motion <input checked="" type="checkbox"/> Vacate or Modify <input type="checkbox"/> Withdraw <input type="checkbox"/> Other _____ pursuant to Rule _____ (Subject to Filing Fee)

Check here if you have filed or are filing contemporaneously with this motion an Affidavit of Substantial Hardship <input type="checkbox"/>	Date: 12/8/2006 4:17:04 PM	Signature of Attorney or Party: /s CHASE LAURENDINE
---	-----------------------------------	--

*This Cover Sheet must be completed and submitted to the Clerk of Court upon the filing of any motion. Each motion should contain a separate Cover Sheet.
 **Motions titled 'Motion to Dismiss' that are not pursuant to Rule 12(b) and are in fact Motions for Summary Judgments are subject to filing fee.



IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA
CIVIL DIVISION

JOSEPH M. SHEFFIELD,

Plaintiff,

v.

PRESTIGE TITLE, INC., et al.

Defendant.

Civil Action No. 2006-3123

MOTION TO SET ASIDE DEFAULT JUDGMENT

Comes now the Defendant, Prestige Title, Inc., by and through its attorney of record, Chase R. Laurendine, and respectfully moves this Honorable Court to set aside a default judgment rendered against Prestige Title, Inc. on December 8, 2006 and, in support of said Motion, the Defendant states as following:

1. The Plaintiff in this matter is acting *pro se*'. The Plaintiff filed an application for default judgment on October 27, 2006; however, Prestige's attorney did not receive a copy of said application and was completely unaware that it had been filed until it received the Court's order this afternoon granting the default judgment on December 8, 2006. Further, said application for default does not appear to have been entered into the Clerk's docket sheet for this case.

2. The undersigned did not personally check the motion docket, but my paralegal, who has more than ten years' experience, did by visually checking and by making a name search on the motion docket web site, but he did not find this case on this Court's motion docket for today. I was present at the courthouse this morning for motions on other Judge's dockets, but was completely unaware of this motion. Regardless, my absence was due to an oversight in my office.

WHEREFORE, the Defendants respectfully move that the default judgment entered against the Defendant, Prestige Title, Inc. on December 8, 2006 be set aside.

CHASE R. LAURENDINE (LAU002)

Attorney for the Defendant

/s Chase R. Laurendine

5909 Airport Boulevard
P. O. Box 850817
Mobile, Alabama 36685
(251) 344-9987

The Defendant, Prestige Title, Inc., respectfully requests oral argument.

/s Chase R. Laurendine

CERTIFICATE OF SERVICE

I hereby certify that on the 8th day of December, 2006, I electronically filed the foregoing with the Clerk of the Court using the AlaFile filing system which will send notification of such filing to the following:

Kirkland E. Reid, Esq.
Miller, Hamilton, Snider & Odom, L.L.C.
Post Office Box 46
Mobile, Alabama 36601

and I hereby certify that I have mailed by United States Postal Service, properly addressed and first class postage prepaid to the following non-AlaFile participants:

Joseph M. Sheffield
11835 Stringfellow Road
Grand Bay, Alabama 36541

/s Chase R. Laurendine
Chase R. Laurendine



AlaFile E-Notice

02-CV-2006-003123.00

Judge: HERMAN YOUNG THOMAS

To: CHASE LAURENDINE
seachaseiv@micro-comm.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00

The following matter was FILED on 12/8/2006 4:19:01 PM

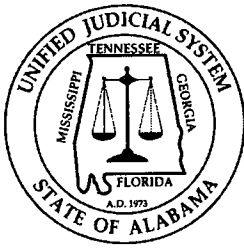
**D002 PRESTIAGE TITLE CO INC
MOTION TO VACATE OR MODIFY**

[Attorney: LAURENDINE CHASE R]

Notice Date: 12/8/2006 4:19:01 PM

**SUSAN WILSON
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
MOBILE, AL 36644**

251-574-8525
susan.wilson@alacourt.gov



AlaFile E-Notice

02-CV-2006-003123.00

Judge: HERMAN YOUNG THOMAS

To: SHEFFIELD JOSEPH M (PRO SE)
11835 STRINGFELLOW RD
GRAND BAY, AL 36541

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00

The following matter was FILED on 12/8/2006 4:19:01 PM

D002 PRESTIAGE TITLE CO INC
MOTION TO VACATE OR MODIFY
[Attorney: LAURENDINE CHASE R]

Notice Date: 12/8/2006 4:19:01 PM

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AlaFile E-Notice

02-CV-2006-003123.00

Judge: HERMAN YOUNG THOMAS

To: LAURENDINE CHASE R
seachaseiv@micro-comm.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00

The following matter was FILED on 12/8/2006 4:19:01 PM

D002 PRESTIAGE TITLE CO INC
MOTION TO VACATE OR MODIFY
[Attorney: LAURENDINE CHASE R]

Notice Date: 12/8/2006 4:19:01 PM

SUSAN WILSON
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
MOBILE, AL 36644

251-574-8525
susan.wilson@alacourt.gov



AlaFile E-Notice

02-CV-2006-003123.00

Judge: HERMAN YOUNG THOMAS

To: REID KIRKLAND EDWARD
kirkreid@mhsolaw.com

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NOTICE OF CASE SETTING

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02-CV-2006-003123.00

The following matter was SET FOR HEARING

**D002 PRESTIAGE TITLE CO INC
MOTION TO VACATE OR MODIFY**

[Attorney: LAURENDINE CHASE R]

Hearing Date: 12/15/2006
Hearing Time: 08:30:00 AM
Location: 8200

Notice Date: 12/14/2006 3:52:03 PM

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MOBILE COUNTY, ALABAMA
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Judge: HERMAN YOUNG THOMAS

To: SHEFFIELD JOSEPH M (PRO SE)
11835 STRINGFELLOW RD
GRAND BAY, AL 36541

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02-CV-2006-003123.00

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MOTION TO VACATE OR MODIFY**

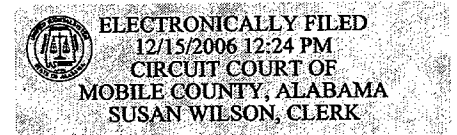
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IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

SHEFFIELD JOSEPH M

Plaintiff

v.

FRANKLIN BANK SSB

PRESTIAGE TITLE CO INC

Defendants

Case No.: CV-2006-003123.00

ORDER

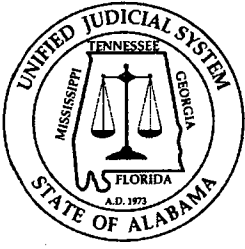
CASE IS RESET TO JANUARY 26, 2007 AT 8:30 A.M. IN COURTROOM 8200 FOR THE PLAINTIFF TO RESPOND TO THE DEFENDANT, FRANKLIN BANK'S MOTION FOR MORE DEFINITE STATEMENT.

DEFENDANT'S MOTION TO SET ASIDE DEFAULT JUDGMENT IS GRANTED.

DONE this 15th day of December, 2006

/s HERMAN YOUNG THOMAS

CIRCUIT JUDGE



AlaFile E-Notice

02-CV-2006-003123.00

Judge: HERMAN YOUNG THOMAS

To: LAURENDINE CHASE R
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IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

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Judge: HERMAN YOUNG THOMAS

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IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

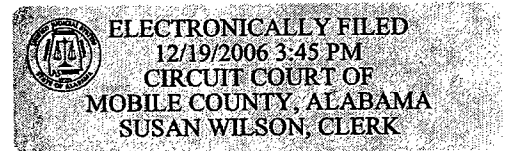
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IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M. SHEFFIELD,)	
Plaintiff,)	
vs.)	CIVIL ACTION NO. 2006-3123
FRANKLIN BANK, SSB, et al.)	
Defendants.)	

**MOTION TO DISMISS OR, IN THE ALTERNATIVE,
MOTION FOR MORE DEFINITE STATEMENT AND MOTION TO STRIKE**

Comes now the Defendant, Prestige Title, Inc., in the above styled cause and, pursuant to the provisions of Rules 12(b)(6) and (7), Rule 12(e) and 12(f) of the Alabama Rules of Civil Procedure, respectfully moves that this Honorable Court dismiss the *pro se* complaint of Plaintiff or, in the alternative, require the Plaintiff to make a more definite statement of his complaint and further moves that portions of Plaintiff's complaint be stricken. As grounds therefor, said Defendant states as follows:

1. Plaintiff alleged in his complaint that he and his wife were required to convey title to their property in Mobile County, Alabama in order for Franklin Bank, SSB to agree to make its mortgage loan to Plaintiff, but Plaintiff does not deny or otherwise dispute that he and his wife voluntarily executed and conveyed said property to Plaintiff only at the same time of the closing of the mortgage. A copy of that deed executed by Plaintiff and his wife on May 31, 2006 is recorded in Real Property Book 5995, Page 1240 of the records in the Office of the Judge of Probate of Mobile County, Alabama. Further, Plaintiff alleged in said complaint that his wife's signature on the aforesaid mortgage was a forgery, but he did not allege which of her two signatures thereon were forgeries. A copy of the mortgage made by Joseph M. Sheffield and Margie L. Sheffield to Franklin Bank, SSB, dated May 31, 2006, which included multiple signatures of both the Plaintiff's and his wife's names, is recorded in Real Property Book 5995, Page 1242 of said Probate Court records. Plaintiff did not allege nor otherwise dispute in said complaint that

he did not receive all of the mortgage loan proceeds to which he was entitled to receive from said mortgage closing.

2. Plaintiff alleged in his complaint that, prior to the date of closing, Sandy Mosley, a former employee of Defendant, Prestige Title, Inc., told both Plaintiff and his wife that she had signed Plaintiff's wife's signature to a document, but Plaintiff's complaint also alleged that, although he did not know what that document was, he believed it to be a "release of information". Plaintiff's complaint then alleged that, when Plaintiff and his wife were present, Ms. Mosley discarded that allegedly forged document by throwing it into a trash can and then asked Plaintiff's wife to sign that same document. Plaintiff did not allege that he had suffered any actual damage of any nature whatsoever as a result of Ms. Mosley's having allegedly forged his wife's name to said now-discarded, unknown document or that said now-discarded, unknown document was ever used in any way by Defendant, Prestige Title, to Plaintiff's detriment. Nevertheless, it is unclear from Plaintiff's complaint whether Plaintiff now claims any damages were suffered as a result of Ms. Mosley's allegedly having forged his wife's name to said now-discarded, unknown document.

3. Plaintiff alleged in his complaint that he and his wife signed all documents at the mortgage loan closing which Ms. Mosley requested, but there was no allegation therein that the mortgage actually recorded was not also included as one of the documents which Ms. Mosley requested that they sign at closing. Plaintiff further alleged in his complaint that he and his wife's first discovered that her name had been forged to the recorded mortgage by looking at a recorded copy thereof while they were checking Probate Court records on another matter. Plaintiff alleged in his complaint that the original mortgage document was forged and that it did not have a place for his wife's signature, but the recorded mortgage did include a signature line for Plaintiff's wife and a notary acknowledgment for Plaintiff's wife's signature.

4. Plaintiff alleged in his complaint that, since Ms. Mosley was the only other person present at the closing, "[I]t would make sense that she or another person at Prestige Title" did commit an act of

deception and forgery. That allegation is in direct conflict with other allegations made by Plaintiff that Ms. Mosely forges Plaintiff's wife's signature to said mortgage.

5. Plaintiff alleged in his complaint that such alleged forgery constituted the tort of fraud, but he failed to make any allegation that any actual misrepresentation was made by said Defendant to Plaintiff of any material fact in connection therewith nor that said Defendant made any attempt to conceal such alleged forgery from the Plaintiff. Without such allegations, such alleged forgery does not constitute fraud.

6. Plaintiff alleged in his complaint that he and his wife had been put "under a great amount of duress" because of Ms. Mosley's forgery; however, Plaintiff's wife, Margie L. Sheffield, is not a party to this action. Since Plaintiff's allegations in his complaint were that his wife's signature was forged and that she suffered great mental duress as a result thereof, Margie L. Sheffield is a necessary party to this action under Rule 19 of the Alabama Rules of Civil Procedure and Plaintiff's complaint is due to be dismissed.

7. Plaintiff alleged in his complaint that he and his wife had been put "under a great amount of duress" because of the alleged forgery by Ms. Mosley, but said complaint neither described any actual damage suffered by Plaintiff as a result thereof nor sought any recovery of compensatory damages therefor nor sought any equitable relief against Defendant, Prestige Title. Accordingly, Plaintiff's claim for punitive damages is improper.

8. Plaintiff's complaint made allegations that Mobile Attorney, Bob Beckerle, an unidentified "lady" at the FBI office and Steve Roberts, of the VA office in St. Petersburg, Florida made various statements regarding the legality of Plaintiff's mortgage to Franklin Bank, SSB and the alleged acts of forgery. Those allegations invade the province of the Court and are immaterial, impertinent and scandalous and should be stricken from Plaintiff's complaint.

9. There was no allegation in Plaintiff's complaint that he suffered any financial or other loss of any other nature as a result of the alleged forgery of the aforesaid mortgage by an employee of Defendant, Prestige Title, other than that he and his wife suffered a great amount of mental duress. The only actual damages which Plaintiff alleged in his complaint was that he and his wife would have been able to make a

"better contract legally" if he had known about the credit life insurance and his wife being taken off of the title to their property – not if had known about the alleged forgery. Plaintiff acknowledged closing the mortgage loan and receiving the loan proceeds therefrom and, by inference, implied that he and his wife would have re-signed the mortgage, if asked. Accordingly, without any allegation in Plaintiff's complaint that he suffered any actual financial loss or other injury or damage as a result of his execution of said mortgage or the alleged forgery of his wife's signature thereon, Plaintiff has stated no claim that he was harmed by any act of Ms. Mosely or Defendant, Prestige Title, and thus has failed to state a cause of action for fraud or any other tort against Defendant, Prestige Title, upon which relief may be granted.

WHEREFORE, Defendant, Prestige Title, respectfully prays that Plaintiff's complaint be dismissed in its entirety or that portions of said complaint be stricken or, in the alternative, that Plaintiff be required to amend his complaint and make a more definite statement thereof. Said Defendant further prays that this Honorable Court grant it such other, further and different relief as the Court may deem it entitled to receive, the premises considered.

CHASE R. LAURENDINE
Attorney for the Defendant, Prestige Title, Inc.

/s Chase R. Laurendine

Chase R. Laurendine (LAU002)
5909 Airport Boulevard
P. O. Box 850817
Mobile, Alabama 36685
(251) 344-9987

CERTIFICATE OF SERVICE

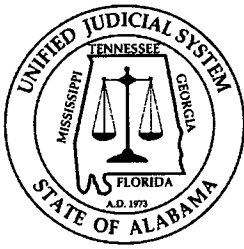
I hereby certify that on the 19th day of December, 2006, I electronically filed the foregoing with the Clerk of the Court using the AlaFile filing system which will send notification of such filing to the following:

Kirkland E. Reid, Esq.
P. O. Box 46
Mobile Alabama 36601

and I hereby certify that I have mailed by United States Postal Service, properly addressed and first class postage prepaid to the following non-AlaFile participants:

Joseph M. Sheffield
11835 Stringfellow Road
Grand Bay, Alabama 36541

/s Chase R. Laurendine
Chase R. Laurendine



AlaFile E-Notice

02-CV-2006-003123.00

Judge: HERMAN YOUNG THOMAS

To: CHASE LAURENDINE
seachaseiv@micro-comm.com

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MOTION TO DISMISS PURSUANT TO RULE 12(B)
[Attorney: LAURENDINE CHASE R]

Notice Date: 12/19/2006 3:45:21 PM

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MOBILE COUNTY, ALABAMA
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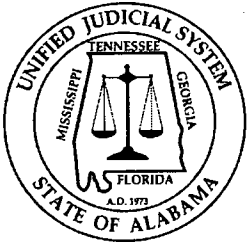
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IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M. SHEFFIELD PRO-SE*

PLAINTIFF

V.

**FRANKLIN BANK SSB AND
PRESTIGE TITLE CO:INC:**

DEFENDANTS

CIVIL ACTION NO. CV-06-3123

MOTION FOR A MORE "DEFINED" COMPLAINT

FOR FRANKLIN BANK SSB

PLAINTIFF IN THIS CASE ASK THIS HONORABLE COURT TO
ACCEPT THIS MOTION ACCORDING TO THE COURTS RULING AS
OF THE 15 DAY OF DEC. 2006. TO MORE DEFINE PLAINTIFFS CASE.

(1) (FRANKLIN BANK SSB) BY AN THROUGH IT'S LOAN OFFICER " STEVE HOBBS " IN SEDRO WOOLEY WA. OFFICE DID ON DEC. 23,2005 OFFER, PLAINTIFF (CREDIT LIFE INSURANCE. IN WRITING.

(2) ON DEC. 29. 2005 PLAINTIFF AGREED TO BUY (CREDIT LIFE INSURANCE)FROM STEVE HOBBS AND SIGNED THE AGREEMENT.

(3) STEVE HOBBS BY AND THROUGH (FRANKLIN) DID LEAVE OUT THE MOST IMPORTANT PART OF A VALID CONTRACT THE (CONSIDERATION)

(4) STEVE HOBBS LOAN OFFICER FOR FRANKLIN BANK SSB STATED ON THE PHONE THAT THE CREDIT LIFE INS. WOULD BE BETWEEN \$ 100.00 & \$ 125.00 PER MONTH . THIS CONVERSATION WITH STEVE HOBBS WENT ON FROM DEC. 23. 2005 UNTIL THE LAST DAY OF MY RESSION PERIOD JUNE 5, 2006. I CALLED STEVE HOBBS ON JUNE 5, 2006 AND ASK ABOUT MY INSURANCE. I TOLD HIM THAT WE HAD AN AGREEMENT, HE ASK WHAT WAS AT THE TOP OF THE PAGE I TOLD HIM IT SAID (DEMAND FEATURE) HE ASK IF THERE WAS ANOTHER DOCUMENT THAT SAID (TRUTH IN

LENDING I, STATED YES, HE SAID TO WAIT TILL I CLOSED THEN
CALL THIS NUMBER 866-538-1516 I GOT THE INSURANCE DEPT.
I TALKED TO A LADY IN THE INS. DEPTIN HOUSTON TX. AND SHE
STATED MR SHEFFIELD NO ONE AT FRANKLIN BANK WOULD
EVER SELL INSURANCE WITHOUT AND ESCROW ACCOUNT. I ASK
HER DID SHE KNOW STEVE HOBBS, SHE STATED NO. THEN I ASK
HER IF THEY (FRANKLIN) HAD A BANK IN SEDRO WOOLEY WA.
SHE REPLIED YES. I TOLD HER ABOUT THE (CREDIT LIFE
INSURANCE) THAT STEVE HAD SIGNED, SHE STATED THAT SHE
WOULD GET BACK IN TOUCH WITH ME. SHE NEVER DID.

(5) (FRANKLIN) BY AND THROUGH IT'S ATTORNEY OF
RECORD STATED ON HIS MOTION TO DISMISS. THAT
(FRANKLIN BANK SSB) I DOES NOT SELL THIS TYPE OF
INSURANCE] IF THAT BE THE CASE THEN (FRANKLIN)
WOULD BE RESPONISIBLE BECAUSE IF (FRANKLIN) DOES NOT
SELL THIS TYPE OF INSURANCE, THEN STEVE HOBBS WOULD BE
GULITY OF "INTENTIONAL) DECEPTION, RESULTING IN INJURY
TO ANOTHER. AND (FRANKLIN) WOULD BE RESPONISABLE FOR
HIS ACTIONS.

(6) I WOULD SITE FOR e.g. NATIONAL SECURITY INS. CO. V LINDA BEASLEY, 406 SO. 2d PAGE 923 (ALA. CIV. APP. 1981. ATTORNEY FOR (FRANKLIN) STATED (DAMAGE IS AN ESSENTIAL ELEMENT OF ACTIONABLE FRAUD.) THEN HE STATES THAT I AM STILL "ALIVE" MR. REID STATES IF I AM STILL ALIVE THEN THERE CAN BE NO DAMAGE.BUT IN THE BEASLEY CASE SHE WON BY A JURY " PUNITIVE DAMAGES IN THE AMOUNT OF \$ 8,000.00 SEE PAGE 924 ITEM NO. (2-8) MRS BEASLEY WON FROM BOTH DEFENDANTS. SEE PAGE 925 [5]

(7) THIS CASE FALLS UNDER CODE OF ALABAMA 1975 SECTION 6-5-104

"FRAUDULENT DECIET" (a) (3) (4)

(a) ONE WHO WILLFULLY DECIEVES ANOTHER WITH INTENT TO INDUCE HIM TO ALTER HIS POSITION TO HIS INJURY .RISK IS LIBLE FOR ANY DAMAGE WHICH HE SUFFERS.

(b) THE SUPPRESSION OF A FACT BY ONE WHO IS BOUND TO DISCLOSE IT OR WHO GIVES INFORMATION OF OTHER FACTS WHICH ARE LIKELY TO MISLEAD FOR WANT OF COMMUNICATION OF THAT FACT; OR

(C) A PROMISE MADE WITHOUT ANY INTENTION OF
PERFORMING IT. STEVE HOBBS LEFT OUT THE MOST
IMPORTANT PART OF A CONTRACT THE (CONSIDERATION)
LAST STEVE HOBBS LIED ABOUT THE INSURANCE. I WAS NEVER
SUPPOSED TO OBTAIN IT. TO ME AN MY WIFE'S HARM.

(8) DEFINITION— OF CREDIT LIFE INSURANCE IS A
DECREASING LIFE INSURANCE, IT IS TAKEN OUT FOR THE
BENEFIT OF THE FAMILY IN CASE THE HUSBAND OR WIFE
DIES BEFORE THE LOAN IS PAID OFF. (INSURANCE PAYS AT
DEATH THE REMAINDER OF THE LOAN)

(9) ACCORDING TO (FRANKLIN'S ATTORNEY) MR REID ON HIS
MOTION TO DISMISS, I WILL SITE (NATIONAL SECURITY INS. CO
V LINDA BEASLEY AND I CITE AS ala.civ.app"406 so 2d 923-926 .
MRS. BEASLEY'S CASE IS A "FRAUD CASE" A JURY IN THE LOWER
COURT DECIEDED THAT MRS. BEASLEY SHOULD BE GIVEN \$
8000.00 IN (PUNTIVE DAMAGES) AND LINDA BEASLEY WAS NOT
"DEAD." MRS. BEASLEY WON HER CASE AGAINST BOTH
DEFENDANTS NATIONAL SECURITY AND R.J.WHITE AND THEY
APPEALED, "APPEALS COURT AFFIRMED LOWER COURTS

**RULING. FRAUD IN A CONTRACT MUST SHOW
THAT IT WAS MALICIOUS, OPPRESSIVE ,OR GROSS. IN ORDER TO
RECEIVE "PUNITIVE DAMAGES".**

**(10) PLANTIFF, ASK THIS HONORABLE COURT TO FINE THAT
THIS IS A FRAUD CASE AND CONTAINS FRAUDULENT DECEIT
UNDER SECTION 6-5-104 (a) (3) (4) CODE OF ALABAMA 1975**

**(A) THIS CASE HAS "ACTIONABLE FRAUD" UNDER CODE OF
ALABAMA 1975 SECTION 6-5-101 MISREPRESENTATION OF
A MATERIAL FACT WITHIN A CONTRACT.**

**LOAN OFFICER STEVE HOBBS (DID WITH INTENT TO DECIEVE:
MAKE ME BELIEVE THAT I WAS GOING TO GET CREDIT LIFE
INSURANCE THIS WAS AN IMPORTANT PART OF THE
CONTRACT. AND (STEVE) NEW THIS. THIS (INSURANCE WAS TO
BE FOR THE PROTECTION OF MY FAMILY.**

**(B) " FRANKLIN" BY AND THROUGH THEIR ATTORNEY MR.
REID ON HIS MOTION TO DISMISS STATED THAT (FRANKLIN)
HAD NOTHING TO DO WITH THE CLOSING OF THE LOAN.**

**(C) (FRANKLIN BANK SSB) BY AND THROUGH THEIR LOAN
OFFICER, STEVE HOBBS SUPPLIED THE FUNDS FOR CLOSING, THE**

**CLOSING DOCUMENTS, THE CLOSING AGENT "SANDY MOSLEY"
WHICH WE HAD TOLD STEVE HOBBS WE DID NOT WANT
BECAUSE SHE HAD ALREADY COMITTED " FORGERY"**

**(11) PLAINTIFF. ASK THIS HONORABLE COURT TO EXCEPT THIS
MORE DEFINED COMPLAINT, AND ASK THIS COURT FOR
DAMAGES IN THE AMOUNT OF \$ 103,500.00 OR PAY OF OF LOAN**

(12) PLAINTIFF STATES AS FOLLOWS:

**A) STEVE HOBBS DECIEVED ME AS TO WHO WANTED
MY WIFE OF TITLE. (SUPPOSED TO BE VA. BUT AT CLOSING IT
STATED " LENDER". THIS CONTRACT HAS BEEN KNOTHING BUT
FRAUD, DECEPTION, NON-DISCLOSER OF MATERIAL FACTS,
MALIC, IT IS GROSS AND FULL OF MISREPRESTATION'S. THE
ACTIONS OF STEVE HOBBS, THEIR LOAN OFFICER, HE HAD THE
AUTHORITY TO WRITE UP CONTRACTS AND TAKE CONTRACT
TO IT'S CLOSING. SO IT IS IMPOSIBLE TO BELIEVE THAT
(FRANKLIN) BY AND THROUGH (STEVE HOBBS) DID NOT HAVE
ANYTHING TO DO WITH CLOSING. OF THE LOAN.**

**PLAINTIFF ASK THIS HONORABLE COURT TO GIVE ANY
SUCH OTHER, FURTHER, AND DIFFERENT RELIEF AS JUSTICE
MAY REQUIRE. IN THIS CASE.**

RESPECTFULLY SUMMITTED

Joseph M. Sheffield Pro Se

**JOSEPH M. SHEFFIELD PRO-SE
PLAINTIFF.**

C/C

PAGE 8

CERTIFICATE OF SERVICE

**I HEREBY CERTIFY THAT I HAVE SERVED A COPY OF THE FOREGOING
BY DEPOSITING SAME IN THE UNITED STATES MAIL, FIRST CLASS
POSTAGE PREPAID ON THIS THE 20 DAY OF DEC. 2006 TO THE
FOLLOWING.**

**KIRKLAND E. REID
OF COUNSEL
MILLER, HAMILTON,
SNIDER & ODOM, L.L.C.
POST OFFICE BOX 46
MOBILE ALABAMA 36601
(251) 432-1414**

**ATTORNEY FOR
FRANKLIN BANK SSB**

**CHASE R. LAURENDINE
P.O. BOX 850817
5909 AIRPORT BOULEVARD
MOBILE ALABAMA 36685**

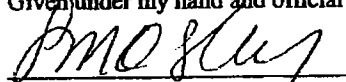
**ATTORNEY FOR
PRESTIGE TITLE CO. INC.**

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Joseph M Sheffield, whose name is/are signed to the foregoing, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing conveyance executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 31st day of May, 2006.


Notary Public

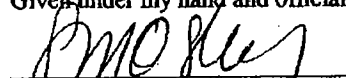
My Commission Expires: 8/5/09

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Margie L Sheffield, whose name is/are signed to the foregoing, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing conveyance executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 31st day of May, 2006.


Notary Public

My Commission Expires: 8/5/09

EXHIBIT "A"

Parcel "A"

Commence at the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 10, Township 7 South, range 4 West and run thence North 363 feet to the Point of beginning; thence continue North 270 feet to a point; thence run east 160 feet to a point; thence run south 270 feet to a point; thence run West 160 feet to the Point of Beginning.

Parcel "B"

Begin at the Southwest corner of the Northwest Quarter of the Southeast Quarter of said Section 10, Township 7 South, Range 4 West and run North 363 feet to the Point of Beginning, and from said Point of Beginning continue North 363 feet to a point; thence run East 1,320 feet more or less to the East line of said Quarter-Quarter section; thence run south 363 feet to a point; thence run west 1,320 feet more or less to the Point of Beginning.

Manufactured Home

Make and Model # Belmont GW 360

Serial # MSB983264S1S2SN37264

RECORDERS MEMORANDUM
At the time of recordation, this
instrument was found to be
inadequate for the best photo-
graphic reproduction because
of illegibility, discolored paper,
carbon or photo copy, etc.

Probate Court
Harris County

AFTER RECORDED RETURN TO:

Mortgage Resource Network
14800 Landmark Blvd., Suite 400
Dallas, TX 75254

PARCEL NUMBER: 02-45-02-10-0-000-006.003
LOAN NUMBER: 05-020058

Prepared by:
Brenda Franco
Robertson & Anschutz, P.C.
10333 Richmond Avenue, Suite 550
Houston, TX 77042
713-871-9600

**REAL PROPERTY AND MANUFACTURED HOME
LIMITED POWER OF ATTORNEY**

(To execute or release title, mortgage or deed of trust, security filing, transfer of equity
and insurance documents and proceeds.)

The undersigned borrower(s) whether one or more each referred to below as "I" or "me" residing at 11835 Stringfellow Road, Grand Bay, AL 36541 ("Present Address").

I am the Buyer/Owner of the following manufactured home ("Manufactured Home"):

1998 Belmont Trojanaire Serial #MSB983264S1/ZSN37264 7264A/B HUD Label#s
TRA409857 & TRA 409858 32 x 64

permanently affixed to the real property located at 11835 Stringfellow Road, Grand Bay, AL 36541 ("303104
AddHs") Dnd D P RUSI3Wfub dHfUGB D:

See Exhibit "A" attached hereto and made a part hereof for all purposes

(WH "5 HD3URSHW"). , dR hHfey IUPM3LEB P DN) FRnsWMM DSR6wDnd DnWRUB HwLW lu@SRwHJ R
substitution, Franklin Bank, SSB ("Lender"), its successors, assigns or designees as my agent and attorney-in-
fact, in my name, place and stead in any way which I could do, if I were personally present, with full power of
substitution and delegation, (1) to complete, execute and deliver, in my name or Lender's name, any and all forms,
certificates, assignments, designations, releases or other documentation as may be necessary or proper to
implement the terms and provisions of the Security Instrument dated May 31, 2006, executed by me in favor of
/ HdHJ (2) W FRP SOM H HfWd dHOMH) la P y nLP HRLJa / HdHJs nLP H Dry Dnd DSR6P s, FRUWPAH,
assignments, designations, releases or other documentation as may be necessary or proper to make application for
and obtain the certificate of title for the Manufactured Home and to have Lender (or its designee) designated as
lienholder on the certificate of title for the Manufactured Home, (3) to complete, execute and deliver in my name
or Lender's name, any and all forms, certificates, assignments, designations, releases or other documentation as
may be necessary or proper to have the Manufactured Home treated as real estate for any and all purposes under
state law, including but not limited to the surrender of any certificate of title, any election to treat the Manufactured
Home as real estate for tax purposes or to meet any other requirements in order for the loan/financing secured by
the Manufactured Home and real property to be eligible for sale on the Federal National Mortgage Association
("Fannie Mae"), the Federal Home Loan Mortgage Association ("Freddie Mac") or any other secondary market
purchaser, (4) to receive, complete, execute or endorse, and deliver in my name or Lender's name any and all claim
forms, agreements, assignments, releases, checks, drafts or other instruments and vehicles for the payment of

COMPLIANCE AGREEMENT

Borrower(s): Sheffield *THIS IS NOT MIKE OR MY WIFE'S SIGNATURE*
Seller(s):
Property Address: 11836 Stringfellow *WRONG ADDRESS*
Closing Date: May 31st
Lender: Franklin Bank

In order for Prestige Title, Inc. (PTI) to fund the closing the loan/sale secured by the property above, Borrower/Buyer and Seller agree as follows:

If any document is lost, misplaced, destroyed or inaccurately reflects the terms of the sale/loan; Borrower/Buyer and Seller agree to re-sign, replace and/or supply additional funds to correct the discrepancy.

A request by PTI is prima facie evidence of the necessity for requested information.

FAILURE TO DELIVER THE REQUESTED DOCUMENTS, SIGNATURES, INITIALS OR FUNDS WILL CONSTITUTE DEFAULT.

THIS AGREEMENT SHALL SURVIVE THE CLOSING OF THE LOAN/SALE AND INURE TO THE BENEFIT OF PTI'S SUCCESSORS AND/OR ASSIGNS AND WILL BE BINDING UPON THE HEIRS, DEVISEES, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF THE BORROWER/BUYER AND SELLER.

BORROWER

BORROWER

SELLER

SELLER

[Signature]
WITNESS

HOLD HARMLESS AGREEMENT

BORROWER: Sheffield

SELLER:

PROPERTY: 11836 Stringfellow Rd

DATE: May 31, 2006

Your lender is requiring that you remove Margie Sheffield from title in order to close this transaction.

This means that you currently hold title to the subject property together with survivorship. By signing a Warranty Deed deleting Margie Sheffield, she is giving up all of her titled interest in the subject property.

The lender's requirement of a Warranty Deed deleting one of the titleholders has been fully explained by the Closing Agent, and it is understood and accepted by the undersigned.

This is to hold the Lender and Prestige Title, Inc., its successors and/or assigns harmless and not responsible if any claim(s) /loss arise from any present or future actions concerning any and all items checked above. This is complete and includes any heirs or successors to the subject property.

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Joseph Sheffield & Margie Sheffield whose name is/are signed to the foregoing, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing conveyance executed the same voluntarily on the day the same bears date.

*Signed By The
SAME PERSON*

*These SIGNATURES
ARE NOT OURS*

Given under my hand and official seal this the 31st day of May, 2006.

[Signature]
Notary Public

My Commission Expires: 8/5/09

HOLD HARMLESS AGREEMENTBORROWER: Shuffield

SELLER

NOT MY SIGNATURE
ShuffieldPROPERTY: 11836 Strinefellow

The Undersigned acknowledge that each is aware of any of the foregoing items marked as it exist(s), and how they relate to the closing transaction. Any item which has been checked, has been fully explained by the Closing Agent, and it is understood and accepted by the undersigned. Furthermore, the undersigned have authorized the closing in spite and subject to the following:

☐ Termite Inspection dated _____ on subject property.

☐ Survey dated _____ prepared by _____ which reveals:

☐ Fence on the above-referenced property is not on the true property line.

☐ Condition of the well and/or Septic system has not been determined and no assurances are made by Prestige Title, Inc., or the Lender.

☐ Parties' election not to prorate (adjust) taxes for the current tax year at the closing table on the Settlement Statement from January 1st through the closing date.

☐ Parties elect not to obtain a termite inspection report and the Buyers are accepting property "as is".

☐ Parties elect not to obtain a current survey certified to the parties involved in the transaction.

This is to hold the Lender and Prestige Title, Inc., its successors and/or assigns harmless and not responsible if any claim(s) /loss arise from any present or future actions concerning any and all items checked above. This is complete and includes any heirs or successors to the subject property.

STATE OF ALABAMA

COUNTY OF Mobile

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name is/are signed to the foregoing, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing conveyance executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 31 day of May, 2006.

Smalley
Notary Public

My Commission Expires: 8-5-09

SHORTFALL AFFIDAVIT

Borrower(S): Sheffield

Seller(S):

Property Address: 11826 Stringfellow

Closing Date: 5/31/06

Lender: Franklin Bank

IN ORDER TO INSURE THE LIENS AGAINST THE PROPERTY ARE SATISFIED IN FULL, BORROWERS/ SELLERS SHALL MAKE UP ANY SHORTFALL THAT MAY OCCUR BETWEEN THAT STATED PAYOFF AMOUNT(S) AND THE FINAL AMOUNT(S) REQUIRED BY THE CURRENT LIEN HOLDER(S). THIS ALSO INCLUDES TAXES AND JUDGEMENTS THAT ARE LIENS ON THE PROPERTY AS WELL.

BORROWER(S)/ SELLER(S) FURTHER WARRANT THAT THIS/ THESE SHORTFALL AMOUNT(S) WILL BE PAID TO PRESTIGE TITLE, INC. IN THE FORM OF A CASHIERS CHECK WITHIN FIVE(S) BUSINESS DAYS OF NOTIFICATION TO BORROWER(S)/ SELLER(S) BY PRESTIGE TITLE, INC. OF ANY SHORTFALL.

BORROWER

BORROWER

SELLER

SELLER

Smalley
WITNESS

AFTER RECORDED RETURN TO:
Mortgage Resource Network
14800 Landmark Blvd., Suite 400
Dallas, TX 75254
PARCEL NUMBER: 02-45-02-10-0-000-006.003
LOAN NUMBER: 05-020058

Prepared by:
 Brenda Franco
 Robertson & Anschutz, P.C.
 10333 Richmond Avenue, Suite 550
 Houston, TX 77042
 713-871-9600

**MANUFACTURED HOME
 AFFIDAVIT OF AFFIXATION**

STATE OF Alabama §
 COUNTY OF Mobile §

Joseph M. Sheffield being duly sworn, on his or her oath state as follows:

1. Homeowner owns the manufactured home ("Home") described as follows:
 1998 Belmont Trojans Serial #MSB983264S1/2SN37264 7264A/B HUD Label#s
 TRA409857 & TRA 409858 32 x 64
2. The Home was built in compliance with the federal Manufactured Home Construction and Safety Standards Act.
3. I, the Homeowner, have read and understand the Homeowner's Guide to Understanding the Home, (i) the Homeowner's Guide to Understanding the Home, (ii) the Consumer Manual for the Home, (iii) the Insulation Disclosure for the Home, and (iv) the formaldehyde health notice for the Home.
4. The Home is or will be located at the following "Property Address":
 11835 Stringfellow Road, Grand Bay, AL 36541
5. The legal description of the real property where the Home is or will be permanently affixed ("Land") is:
 See Exhibit "A" attached hereto and made a part hereof for all purposes.
6. The Homeowner, is the owner of the Land or, if not the owner of the Land, is in possession of the real property pursuant to a lease in recordable form, and the consent of the lessor is attached to this Affidavit.
7. The Home ☒ is ☐ shall be anchored to the Land by attachment to a permanent foundation, in a manner sufficient to validate any applicable manufacturer's warranty, and permanently connected to appropriate residential utilities (e.g., water, gas, electricity, sewer) ("Permanently Affixed"). The Homeowner intends that the Home be an immoveable fixture and a permanent improvement to the Land.
8. The Home shall be assessed and taxed as an improvement to the Land.
9. Homeowner agrees that as of today, or if the Home is not yet located at the Property Address, upon the delivery of the Home to the Property Address:
 - (a) All permits required by governmental authorities have been obtained;
 - (b) The foundation system for the Home was designed by an engineer to meet the soil conditions of the Land. All foundations are constructed in accordance with applicable state and local building

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

(R&A) RA0095467 - MHAffidavit of Affixation v01 - Rev. 05/24/2006

Page 1

FROM, DGP DULRUHLS SFFHFDHRS to DP DmHUSuHFDHRS IR YUODH Day DESCHER
 manufacturer's warranty.

- (c) The wheels, axles, towbar or hitch were removed when the Home was, or will be, placed on the Property Address;
- (d) The Home is (i) permanently affixed to a foundation, (ii) has the characteristics of site-built housing, and (iii) is part of the Land; and
10. If the Homeowner is the owner of the Land, any conveyance or financing of the Home and the Land shall be a single transaction under applicable state law.
11. Other than those disclosed in this Affidavit, the Homeowner is not aware of (i) any other claim, lien or encumbrance affecting the Home, (ii) any facts or information known to the Homeowner that could reasonably affect the validity of the title of the Home or the existence or non-existence of security interests in it.
12. A Homeowner shall initial only one of the following, as it applies to title to the Home:
 [] 7hHHRP Hls nR FRVHG EY DFHUFHRI dR 7hHRHlaDOP DULRUHLS FHUFDHRI origin, duly endorsed to the Homeowner, is attached to this affidavit, or previously was recorded in the real property records of the jurisdiction where the Home is to be located.
 [] The Home is not covered by a certificate of title. After diligent search and inquiry, the HRP HwnHJ is unEDOR SURUFRHHRHlaDOP DULRUHLS FHUFDHRI Rula.
 [] The manufacturer's certificate of origin and/or certificate of title to the Home [] shall be [] has been eliminated as required by Applicable Law.
 [] The Home is covered by a certificate of title.
13. This Affidavit is executed by Homeowner(s) pursuant to applicable state law.

IN WITNESS WHEREOF, Homeowner(s) has executed this Affidavit in my presence and in the presence of the undersigned witnesses on this 31 day of May, 2006.

Borrower: Joseph M. Sheffield

Date

May 31, 2006

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.
 (R&A) RA0095467 - MHAffidavit of Affixation.wel - Rev. 05/24/2006

STATE OF Alabama §
 COUNTY OF Mobile §

On the 31 day of May in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph M. Sheffield, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

J Mosley
 Notary Signature

J Mosley
 Notary Printed Name
 Notary Public, State of Alabama
 n ualified in the County of mobile
 My commission expires: 8-5-09

Lender's Statement of Intent:

The undersigned ("Lender") intends that the Home be an immoveable fixture and a permanent improvement to the Land.

Franklin Bank, SSB

By: _____

Name: _____

Title: _____

Date: _____

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

(R&A) RA0095467 - MHAFiduciof Affixation.vcl - Rev. 05/24/2006

Page 3

IN THE CIRCUIT COURT MOBILE COUNTY ALABAMA

JOSEPH M. SHEFFIELD PRO-SE

PLAINTIFF

V.

**PRESTIAGE TITLE CO.INC. AND
FRANKLIN BANK SSB.**

DEFENDANTS

CIVIL ACTION NO. CV-06-3123

**MOTION TO MORE DIFINE PLAINTIFF 'S CASE
FOR PRESTIAGE TITLE CO.INC.**

**1] "SANDY MOSLEY" WAS AND EMPLOYEE OF PRESTIAGE TITLE
WHEN WE WENT TO CLOSING. SHE WAS THE ONLY PERSON DURING
THE CLOSING OF THE LOAN**

**2] ON THE MORTGAGE THAT PRESTIAGE TITLE HAS IS A FORGERY
A COPY OF THE MORTGAGE WAS GIVEN TO MY WIFE AN I WHEN WE**

WENT TO PRESTIAGE, WE MET A LADY NAMED TERRESA, SHE GAVE ME A COPY OF THE ORIGINAL. HAD BOTH NAMES ON IT . MY WIFE'S NAME WAS FORGED. TO THE MORTGAGE DOCUMENT.

3] I, HAVE THE ORIGINAL COPY OF THE MORTGAGE IT ONLY HAS A PLACE FOR MY SIGNATURE.

4] SANDY MOSLEY BY AND THROUGH HER COMPANY "PRESTIAGE TITLE CO. INC. DID WITH "FRAUD AND FORGERY PLACE A FRAUDLENT MORTGAGE INTO THE PROBATE COURT " AS TRUTH"

5] TO SHOW WHO SANDY MOSLEY WAS SHE WAS A CLOSING AGENT BUT ON THE FRONT DESK HER CARD READ (SANDY MOSLEY BRANCH MANAGER. (SANDY) DID COMIT AND ACT OF FORGERY TWICE WITHIN THE CONTRACT. AND ONCE BEFORE THE CLOSING.

6] SANDY MOSLEY FORGED THE MORTGAGE (MY WIFE'S SIGNATURE) SANDY MOSLEY VIOLATED CODE OF ALABAMA 1975 SECTION 6-10-3. ALIENATION OF SPOUCE.

7] "SANDY MOSLEY COULD HAVE BROUGHT US BACK TO RESIGN

OR ANYTHING SHE HAD THE DOCUMENTS TO DO THIS. (ATTACHED)

**8) PRESTIAGE TITLE IS RESPONSIBLE FOR THE ACTIONS OF IT'S
EMPLOYEE'S.**

**NATIONAL SECURITY INS. CO V. LINDA BEASLEY AND I SITE AS ALA.
CIV.APP: 406 SO. 2d 923, REFER TO ITEM (5) (7) (8) PUNITIVE
DAMAGES MAY BE AWARDED IF THERE IS IN THE MINE OF THE TRIER
OF THE FACTS, HE CAN CONCLUDE THAT FRAUD WAS MALICIOUS
OPPRESSIVE, OR GROSS. AND THAT REPRESENTATIONS WERE MADE
INTENTIONALLY AND WITH KNOWLEDGE OF THEIRFALSITY.**

**PLAINTIFF ASK THIS HONORABLE COURT TO FINE PRESTIAGE TITLE
CO INC. GUILTY OF FORGERY AND FRAUD IN THE AMOUNT OF
\$ 150,000.00 PLUS COURT COST. SANDY MOSLEY WAS THEIR CLOSING
AGENT DURING CLOSING.**

RESPECTIFULLY SUMITTED

Joseph M. Sheffield Pro Se

C/C

JOSEPH M. SHEFFIELD PRO-SE

CERTIFICATE OF SERVICE

**I HEREBY CERTIFY THAT I HAVE SERVED A COPY OF THE FOREGOING
BY DEPOSITING SAME IN THE UNITED STATES MAIL, FIRST CLASS
POSTAGE PREPAID ON THIS THE 20 DAY OF DEC. 2006 TO THE
FOLLOWING.**

**KIRKLAND E. REID
OF COUNSEL
MILLER, HAMILTON,
SNIDER & ODOM, L.L.C.
POST OFFICE BOX 46
MOBILE ALABAMA 36601
(251) 432-1414**

**ATTORNEY FOR
FRANKLIN BANK SSB**

**CHASE R. LAURENDINE
P.O. BOX 850817
5909 AIRPORT BOULEVARD
MOBILE ALABAMA 36685**

**ATTORNEY FOR
PRESTIGE TITLE CO. INC.**

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Joseph M Sheffield, whose name is/are signed to the foregoing, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing conveyance executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 31st day of May, 2006.


Notary Public

My Commission Expires: 8/5/09

WHERE IS OUR
SIGNATURES

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Margie L Sheffield, whose name is/are signed to the foregoing, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing conveyance executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 31st day of May, 2006.


Notary Public

My Commission Expires: 8/5/09

DO NOT KNOW WHAT
THIS APPLIES TO

EXHIBIT "A"

Parcel "A"

Commence at the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 10, Township 7 South, range 4 West and run thence North 363 feet to the Point of beginning; thence continue North 270 feet to a point; thence run east 160 feet to a point; thence run south 270 feet to a point; thence run West 160 feet to the Point of Beginning.

Parcel "B"

Begin at the Southwest corner of the Northwest Quarter of the Southeast Quarter of said Section 10, Township 7 South, Range 4 West and run North 363 feet to the Point of Beginning, and from said Point of Beginning continue North 363 feet to a point; thence run East 1,320 feet more or less to the East line of said Quarter-Quarter section; thence run south 363 feet to a point; thence run west 1,320 feet more or less to the Point of Beginning.

Manufactured Home

Make and Model # Belmont GW 360

Serial # MSB983264S1S2SN37264

RECORDERS MEMORANDUM
At the time of recording, this instrument was found to be illegible for the best photographic reproduction because of illegible, discolored paper, carbon or photo copy, etc.

Probate Court
10-15-2009

AFTER RECORDED RETURN TO:

Mortgage Resource Network
14800 Landmark Blvd., Suite 400
Dallas, TX 75254

PARCEL NUMBER: 02-45-02-10-0-000-006.003
LOAN NUMBER: 05-020058

Prepared by:
Brenda Franco
Robertson & Anschutz, P.C.
10333 Richmond Avenue, Suite 550
Houston, TX 77042
713-871-9600

**REAL PROPERTY AND MANUFACTURED HOME
LIMITED POWER OF ATTORNEY**

(To execute or release title, mortgage or deed of trust, security filing, transfer of equity and insurance documents and proceeds.)

The undersigned borrower(s) whether one or more each referred to below as "I" or "me" residing at 11835 Stringfellow Road, Grand Bay, AL 36541 ("Present Address").

I am the Buyer/Owner of the following manufactured home ("Manufactured Home"):

1998 Belmont Trojanair Serial #MSB983264S1/ZSN37264 7264A/B HUD Label#s
TRA409857 & TRA 409858 32 x 64

permanently affixed to the real property located at 11835 Stringfellow Road, Grand Bay, AL 36541 ("USURY Addys") Dnd D P RHSDMFCB dHREH D:

See Exhibit "A" attached hereto and made a part hereof for all purposes

(WH'S HD03 USURY). dR bHUEy IUMRFB9 P DN; FmsWWM DSRWdD dWRH HwLW luDSRWHL R substitution, Franklin Bank, SSB ("Lender"), its successors, assigns or designees as my agent and attorney-in-fact, in my name, place and stead in any way which I could do, if I were personally present, with full power of substitution and delegation, (1) to complete, execute and deliver, in my name or Lender's name, any and all forms, certificates, assignments, designations, releases or other documentation as may be necessary or proper to implement the terms and provisions of the Security Instrument dated May 31, 2006, executed by me in favor of / HdHJ (2) WFRP SOM H HFuWdD dHREH in P y nEP HRLIn / HdHJs nEP H Dny Dnd DGRIP s, FHUWFDN, assignments, designations, releases or other documentation as may be necessary or proper to make application for and obtain the certificate of title for the Manufactured Home and to have Lender (or its designee) designated as lienholder on the certificate of title for the Manufactured Home, (3) to complete, execute and deliver in my name or Lender's name, any and all forms, certificates, assignments, designations, releases or other documentation as may be necessary or proper to have the Manufactured Home treated as real estate for any and all purposes under state law, including but not limited to the surrender of any certificate of title, any election to treat the Manufactured Home as real estate for tax purposes or to meet any other requirements in order for the loan/financing secured by the Manufactured Home and real property to be eligible for sale on the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Association ("Freddie Mac") or any other secondary market purchaser, (4) to receive, complete, execute or endorse, and deliver in my name or Lender's name any and all claim forms, agreements, assignments, releases, checks, drafts or other instruments and vehicles for the payment of

COMPLIANCE AGREEMENT

Borrower(s): Sheffield *THIS IS NOT MINE
OR MY WIFE'S SIGNATURE*

Seller(s): _____

Property Address: 11836 Stringfellow *WRONG ADDRESS*

Closing Date: May 31st

Lender: Franklin Bank

In order for Prestige Title, Inc. (PTI) to fund the closing the loan/sale secured by the property above, Borrower/Buyer and Seller agree as follows:

If any document is lost, misplaced, destroyed or inaccurately reflects the terms of the sale/loan; Borrower/Buyer and Seller agree to re-sign, replace and/or supply additional funds to correct the discrepancy.

A request by PTI is prima facie evidence of the necessity for requested information.

FAILURE TO DELIVER THE REQUESTED DOCUMENTS, SIGNATURES, INITIALS OR FUNDS WILL CONSTITUTE DEFAULT.

THIS AGREEMENT SHALL SURVIVE THE CLOSING OF THE LOAN/SALE AND INURE TO THE BENEFIT OF PTI'S SUCCESSORS AND/OR ASSIGNS AND WILL BE BINDING UPON THE HEIRS, DEVISEES, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF THE BORROWER/BUYER AND SELLER.

BORROWER

BORROWER

SELLER

SELLER

[Signature]
WITNESS

HOLD HARMLESS AGREEMENT

BORROWER: Sheffield

SELLER:

PROPERTY: 11836 Stringfellow Rd

DATE: May 31, 2006

Your lender is requiring that you remove Margie Sheffield from title in order to close this transaction.

This means that you currently hold title to the subject property together with survivorship. By signing a Warranty Deed deleting Margie Sheffield, she is giving up all of her titled interest in the subject property.

The lender's requirement of a Warranty Deed deleting one of the titleholders has been fully explained by the Closing Agent, and it is understood and accepted by the undersigned.

This is to hold the Lender and Prestige Title, Inc., its successors and/or assigns harmless and not responsible if any claim(s) /loss arise from any present or future actions concerning any and all items checked above. This is complete and includes any heirs or successors to the subject property.

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that
Joseph Sheffield & Margie Sheffield
whose name is/are signed to the foregoing, and who is/are known to me, acknowledged before me
on this day that, being informed of the contents of the foregoing conveyance executed the same
voluntarily on the day the same bears date.

*Signed By The
SAME PERSON*

*Those SIGNATURES
ARE NOT OURS*

Given under my hand and official seal this the 31st day of May, 2006.


Notary Public

My Commission Expires: 8/5/09

HOLD HARMLESS AGREEMENTBORROWER: Sheffield

SELLER

PROPERTY: 11836 Stringfellow

The Undersigned acknowledge that each is aware of any of the foregoing items marked as it exist(s), and how they relate to the closing transaction. Any item which has been checked, has been fully explained by the Closing Agent, and it is understood and accepted by the undersigned. Furthermore, the undersigned have authorized the closing in spite and subject to the following:

_____ Termite inspection dated _____ on subject property.

_____ Survey dated _____ prepared by _____ which reveals:

_____ Fence on the above-referenced property is not on the true property line.

_____ Condition of the well and/or Septic system has not been determined and no assurances are made by Prestige Title, Inc., or the Lender.

_____ Parties' election not to prorate (adjust) taxes for the current tax year at the closing table on the Settlement Statement from January 1st through the closing date.

_____ Parties elect not to obtain a termite inspection report and the Buyers are accepting property "as is".

_____ Parties elect not to obtain a current survey certified to the parties involved in the transaction.

This is to hold the Lender and Prestige Title, Inc., its successors and/or assigns harmless and not responsible if any claim(s) /loss arise from any present or future actions concerning any and all items checked above. This is complete and includes any heirs or successors to the subject property.

STATE OF ALABAMA

COUNTY OF Mobile

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name is/are signed to the foregoing, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing conveyance executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 31 day of May, 2006.

Smalley
Notary Public

My Commission Expires: 8-5-09

SHORTFALL AFFIDAVIT

Borrower(S): Sheffield

Seller(S): _____

Property Address: 11836 Stringfellow

Closing Date: 5/31/06

Lender: Franklin Bank

IN ORDER TO INSURE THE LIENS AGAINST THE PROPERTY ARE SATISFIED IN FULL, BORROWERS/SELLERS SHALL MAKE UP ANY SHORTFALL THAT MAY OCCUR BETWEEN THAT STATED PAYOFF AMOUNT(S) AND THE FINAL AMOUNT(S) REQUIRED BY THE CURRENT LIEN HOLDER(S). THIS ALSO INCLUDES TAXES AND JUDGEMENTS THAT ARE LIENS ON THE PROPERTY AS WELL.

BORROWER(S)/SELLER(S) FURTHER WARRANT THAT THIS/THESE SHORTFALL AMOUNT(S) WILL BE PAID TO PRESTIGE TITLE, INC. IN THE FORM OF A CASHIERS CHECK WITHIN FIVE(5) BUSINESS DAYS OF NOTIFICATION TO BORROWER(S)/SELLER(S) BY PRESTIGE TITLE, INC. OF ANY SHORTFALL.

BORROWER

BORROWER

SELLER

SELLER

Smalley
WITNESS

AFTER RECORDED RETURN TO:

Mortgage Resource Network
14806 Landmark Blvd., Suite 400
Dallas, TX 75254

PARCEL NUMBER: 02-45-02-10-0-000-006.003
LOAN NUMBER: 05-020058

Prepared by:
Brenda Franco
Robertson & Anschutz, P.C.
10333 Richmond Avenue, Suite 550
Houston, TX 77042
713-871-9600

**MANUFACTURED HOME
AFFIDAVIT OF AFFIXATION**

STATE OF Alabama §
COUNTY OF Mobile §

Joseph M. Sheffield being duly sworn, on his or her oath state as follows:

1. Homeowner owns the manufactured home ("Home") described as follows:
1998 Belmont Trojanair Serial #MSB983264S1/ZSN37264 7264A/B HUD Label#s
TRA409857 & TRA 409858 32 x 64
2. The Home was built in compliance with the federal Manufactured Home Construction and Safety Standards Act.
3. I, the Homeowner, have provided the Homeowner with the following documents: (i) the Homeowner's warranty for the Home, (ii) the Consumer Manual for the Home, (iii) the Insulation Disclosure for the Home, and (iv) the formaldehyde health notice for the Home.
4. The Home is or will be located at the following "Property Address":
11835 Stringfellow Road, Grand Bay, AL 36541
5. The legal description of the real property where the Home is or will be permanently affixed ("Land") is:
See Exhibit "A" attached hereto and made a part hereof for all purposes
6. The Homeowner is the owner of the Land or, if not the owner of the Land, is in possession of the real property pursuant to a lease in recordable form, and the consent of the lessor is attached to this Affidavit.
7. The Home ☒ is ☐ shall be anchored to the Land by attachment to a permanent foundation, foundation system, or other structure, and the Homeowner shall ensure that the Home is affixed in a manner sufficient to validate any applicable manufacturer's warranty, and permanently connected to appropriate residential utilities (e.g., water, gas, electricity, sewer) ("Permanently Affixed"). The Homeowner intends that the Home be an immovable fixture and a permanent improvement to the Land.
8. The Home shall be assessed and taxed as an improvement to the Land.
9. Homeowner agrees that as of today, or if the Home is not yet located at the Property Address, upon the delivery of the Home to the Property Address:
 - (a) All permits required by governmental authorities have been obtained;
 - (b) The foundation system for the Home was designed by an engineer to meet the soil conditions of the Land. All foundations are constructed in accordance with applicable state and local building

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

(R&A) RA0095467 - MHA Affidavit of Affixation, wet - Rev. 05/24/2006

Page 1

STATE OF Alabama §
COUNTY OF Mobile §

On the 31 day of May in the year 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph M. Sheffield, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

J Mosley
Notary Signature

J Mosley
Notary Printed Name

Notary Public; State of Alabama

Qualified in the County of Mobile

My commission expires: 8-5-09

Lender's Statement of Intent:

The undersigned ("Lender") intends that the Home be an immoveable fixture and a permanent improvement to the Land.

Franklin Bank, SSB

By: _____

Name: _____

Title: _____

Date: _____

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

(R&A) RA0093467 - MHAffidavit of Affirmation.wel - Rev. 05/24/2006

Page 3

STATE OF ALABAMA Unified Judicial System		Revised 2/14/05	Case No. CV200600312300
02-MOBILE		<input type="checkbox"/> District Court <input checked="" type="checkbox"/> Circuit Court	
JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL		CIVIL MOTION COVER SHEET <i>Name of Filing Party:</i> D001 - FRANKLIN BANK SSB	
<i>Name, Address, and Telephone No. of Attorney or Party. If Not Represented.</i> KIRKLAND REID 254 STATE STREET MOBILE, AL 36603 Attorney Bar No.: REI023		<input checked="" type="checkbox"/> Oral Arguments Requested	

TYPE OF MOTION

Motions Requiring Fee	Motions Not Requiring Fee
<input type="checkbox"/> Default Judgment (\$50.00) Joinder in Other Party's Dispositive Motion (i.e. <input type="checkbox"/> Summary Judgment, Judgment on the Pleadings, or other Dispositive Motion not pursuant to Rule 12(b)) (\$50.00) <input type="checkbox"/> Judgment on the Pleadings (\$50.00) <input type="checkbox"/> Motion to Dismiss, or in the Alternative Summary Judgment(\$50.00) Renewed Dispositive Motion(Summary Judgment, <input type="checkbox"/> Judgment on the Pleadings, or other Dispositive Motion not pursuant to Rule 12(b)) (\$50.00) <input type="checkbox"/> Summary Judgment pursuant to Rule 56(\$50.00) <input type="checkbox"/> Other _____ pursuant to Rule _____ (\$50.00) *Motion fees are enumerated in §12-19-71(a). Fees pursuant to Local Act are not included. Please contact the Clerk of the Court regarding applicable local fees. <input type="checkbox"/> Local Court Costs \$ _____	<input type="checkbox"/> Add Party <input type="checkbox"/> Amend <input type="checkbox"/> Change of Venue/Transfer <input type="checkbox"/> Compel <input type="checkbox"/> Consolidation <input type="checkbox"/> Continue <input type="checkbox"/> Deposition <input type="checkbox"/> Designate a Mediator <input type="checkbox"/> Judgment as a Matter of Law (during Trial) <input type="checkbox"/> Disburse Funds <input type="checkbox"/> Extension of Time <input type="checkbox"/> In Limine <input type="checkbox"/> Joinder <input type="checkbox"/> More Definite Statement <input checked="" type="checkbox"/> Motion to Dismiss pursuant to Rule 12(b) <input type="checkbox"/> New Trial <input type="checkbox"/> Objection of Exemptions Claimed <input type="checkbox"/> Pendente Lite <input type="checkbox"/> Plaintiff's Motion to Dismiss <input type="checkbox"/> Preliminary Injunction <input type="checkbox"/> Protective Order <input type="checkbox"/> Quash <input type="checkbox"/> Release from Stay of Execution <input type="checkbox"/> Sanctions <input type="checkbox"/> Sever <input type="checkbox"/> Special Practice in Alabama <input type="checkbox"/> Stay <input type="checkbox"/> Strike <input type="checkbox"/> Supplement to Pending Motion <input type="checkbox"/> Vacate or Modify <input type="checkbox"/> Withdraw <input type="checkbox"/> Other _____ pursuant to Rule _____ (Subject to Filing Fee)

Check here if you have filed or are filing
 contemporaneously with this motion an Affidavit of
 Substantial Hardship ☐

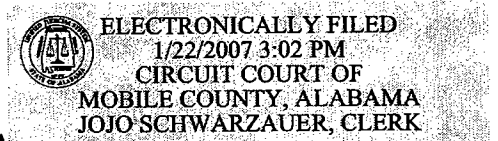
Date:

1/22/2007 3:01:05 PM

Signature of Attorney or Party:

/s KIRKLAND REID

*This Cover Sheet must be completed and submitted to the Clerk of Court upon the filing of any motion. Each motion should contain a separate Cover Sheet.
 **Motions titled 'Motion to Dismiss' that are not pursuant to Rule 12(b) and are in fact Motions for Summary Judgments are subject to filing fee.



IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M. SHEFFIELD,

Plaintiff,

v.

FRANKLIN BANK, SSB and
PRESTIGE TITLE CO., INC.,

Defendants.

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CIVIL ACTION NO.: CV-06-3123

FRANKLIN BANK, SSB'S RENEWED MOTION TO DISMISS

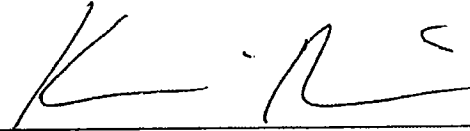
Franklin Bank, SSB ("Franklin"), one of the Defendants in the above-styled lawsuit, hereby renews its previously-filed motion to dismiss, and further renews its request that this Court, pursuant to *Ala. R. Civ. P.* 12(b)(6), enter an Order dismissing this case. As grounds therefor, Franklin states as follows:

1. At a hearing on December 15, 2006, this Court determined that it would not dismiss Plaintiff's *pro se* complaint at that time, and allowed Plaintiff the opportunity to furnish a more definite statement of his claims against Franklin. On or about December 20, 2006, Plaintiff filed a pleading styled "Motion For a More 'Defined' Complaint for Franklin Bank, SSB."

2. Plaintiff's new "complaint" seems to make clear that Plaintiff is indeed suing Franklin for fraud for **not selling** and **not placing** credit life insurance on his loan. For the reasons stated in Franklin's prior-filed motion to dismiss, this claim is illogical, fails to state a claim, and should be dismissed. (Franklin adopts and incorporates herein by reference its previously-filed motion to dismiss, attached hereto as Exhibit A.) Now that Plaintiff has re-pled his complaint, and has conceded that his fraud claim is premised on Franklin **not placing** credit life insurance on his loan, this Court should now dismiss the complaint.

WHEREFORE, premises considered, Franklin requests that this Court dismiss Plaintiff's fraud claim against it because Plaintiff has obviously suffered no damage based on the allegations made in his motion for a more defined complaint. Franklin requests such other, further, and different relief as justice may require.

Respectfully submitted,



KIRKLAND E. REID (REI023)
Attorney for Defendant
Franklin Bank, SSB

OF COUNSEL:
MILLER, HAMILTON,
SNIDER & ODOM, L.L.C.
Post Office Box 46
Mobile, Alabama 36601
(251) 432-1414

CERTIFICATE OF SERVICE

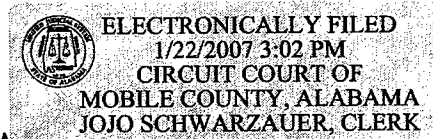
I hereby certify a copy of the foregoing has been filed electronically with AlaFile on this 22nd day of January, 2007, and will be served as indicated to the following:

VIA ELECTRONIC MAIL:
Chase R. Laurendine
P. O. Box 850817
5909 Airport Boulevard
Mobile, Alabama 36685
seachaseiv@micro-comm.com

VIA U.S. MAIL
Joseph M. Sheffield
11835 Stringfellow Rd.
Grand Bay, AL 36541



KIRKLAND E. REID



IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M. SHEFFIELD,

Plaintiff,

v.

FRANKLIN BANK, SSB and
PRESTIGE TITLE CO., INC.,

Defendants.

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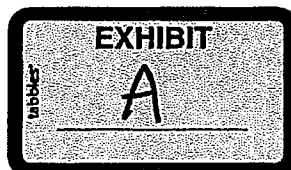
CIVIL ACTION NO.: CV-06-3123

**MOTION TO DISMISS, OR, IN THE ALTERNATIVE,
FOR A MORE DEFINITE STATEMENT**

Franklin Bank, SSB ("Franklin"), one of the Defendants in the above-styled lawsuit, respectfully requests that this Court, pursuant to *Ala. R. Civ. P.* 12(b)(6), enter an Order dismissing this case, or, in the alternative, requiring *pro se* Plaintiff to furnish a more definite statement of his claims. As grounds therefor, Franklin states as follows:

1. It is somewhat difficult to understand exactly what is being alleged against Franklin in Plaintiff's complaint. In part at least, it appears that Franklin is being accused of fraud for **not selling** and **not placing** credit life insurance on Plaintiff's loan, for which Franklin was the lender.

2. If this is the claim against Franklin, it is illogical at best. First, if Plaintiff truly wants credit life insurance, he is free to obtain it, as there are many companies offering this product. (Franklin does not offer this product.) Second, because Plaintiff does not have credit life insurance he actually is paying *less* on his loan than he otherwise would. Consequently, he has suffered no legally cognizable injury. *See, e.g., National Security Ins. Co. v. Beasley*, 406 So. 2d 923 (Ala. Civ. App. 1981) ("Damage is an essential element of actionable fraud."). Finally, Plaintiff obviously is alive. There can therefore be no damage for *not having* credit life insurance at this time. In other words, Plaintiff's claim is not ripe because no legally-recognized injury has occurred. Again, if



Plaintiff truly wants credit life insurance, he is free to obtain it. Because Plaintiff obviously has suffered no damage because of currently not having credit life insurance, his fraud claim based on this allegation fails to state a claim and should be dismissed.

3. Moreover, as Franklin understands Plaintiff's fraud claim against it, the claim is based on alleged acts that were to take place in the future, and thus would constitute a claim for promissory fraud. Promissory fraud requires a present intent to deceive when the alleged promise is made. *See, e.g., Aldridge v DaimlerChrysler Corp*, 809 So. 2d 785 (Ala. 2001). There is not even an allegation of a present intent to deceive in Plaintiff's complaint, and the complaint therefore should be dismissed for failure to state a claim.

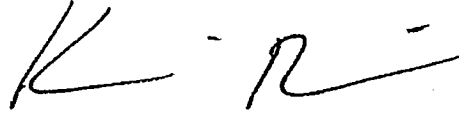
4. In the alternative, to the extent there are other claims and allegations made against Franklin, Plaintiff should be required to furnish a more definite statement of those claims. Specifically, Plaintiff complains of various things involving the closing on his mortgage. Franklin was not involved in the closing in any way. Title companies and their closing agents generally conduct closings – as Plaintiff alleges happened here. If, as it seems, Plaintiff is seeking to impose liability on Franklin for actions occurring at or around the closing, this would be improper and inconsistent with his pleadings. Plaintiff should, at a minimum, be required to more particularly delineate which allegations of his complaint are directed at which Defendant so that each Defendant may properly form a response to those allegations. *Ala. R. Civ. P. 12(e)*.

WHEREFORE, premises considered, Franklin requests that this Court dismiss Plaintiff's fraud claim against it because Plaintiff has obviously suffered no damage based on the allegations made herein. In the alternative, Franklin respectfully requests that Plaintiff be required to furnish

a more definite statement of his allegations so that Franklin may form a meaningful response thereto.

Franklin requests such other, further, and different relief as justice may require.

Respectfully submitted,



KIRKLAND E. REID (REI023)

Attorney for Defendant

Franklin Bank, SSB

OF COUNSEL:

MILLER, HAMILTON,

SNIDER & ODOM, L.L.C.

Post Office Box 46

Mobile, Alabama 36601

(251) 432-1414

CERTIFICATE OF SERVICE

I hereby certify a copy of the foregoing has been filed electronically with AlaFile on this 16th day of November, 2006, and will be served as indicated to the following:

VIA ELECTRONIC MAIL:

Chase R. Laurendine

P. O. Box 850817

5909 Airport Boulevard

Mobile, Alabama 36685

seachaseiv@micro-comm.com

VIA U.S. MAIL:

Joseph M. Sheffield

11835 Stringfellow Rd.

Grand Bay, AL 36541



KIRKLAND E. REID



AlaFile E-Notice

02-CV-2006-003123.00

Judge: HERMAN YOUNG THOMAS

To: KIRKLAND REID
kirkreid@mhsolaw.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

**JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00**

The following matter was FILED on 1/22/2007 3:02:13 PM

**D001 FRANKLIN BANK SSB
MOTION TO DISMISS PURSUANT TO RULE 12(B)
[Attorney: REID KIRKLAND EDWARD]**

Notice Date: 1/22/2007 3:02:13 PM

**JOJO SCHWARZAUER
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
MOBILE, AL 36644**

251-574-8525
jo.schwarzauer@alacourt.gov



AlaFile E-Notice

02-CV-2006-003123.00

Judge: HERMAN YOUNG THOMAS

To: SHEFFIELD JOSEPH M (PRO SE)
11835 STRINGFELLOW RD
GRAND BAY, AL 36541

NOTICE OF ELECTRONIC FILING

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To: LAURENDINE CHASE R
seachaseiv@micro-comm.com

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Judge: HERMAN YOUNG THOMAS

To: LAURENDINE CHASE R
seachaseiv@micro-comm.com

NOTICE OF CASE SETTING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANKLIN BANK SSB ET AL
02-CV-2006-003123.00

The following matter was SET FOR HEARING

D001 FRANKLIN BANK SSB
MOTION TO DISMISS PURSUANT TO RULE 12(B)

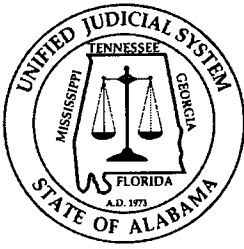
[Attorney: REID KIRKLAND EDWARD]

Hearing Date: 01/26/2007
Hearing Time: 08:30:00 AM
Location: 8200

Notice Date: 1/22/2007 4:14:43 PM

JOJO SCHWARZAUER
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
MOBILE, AL 36644

251-574-8525
jo.schwarzauer@alacourt.gov



AlaFile E-Notice

02-CV-2006-003123.00

Judge: HERMAN YOUNG THOMAS

To: REID KIRKLAND EDWARD
kirkreid@mhsolaw.com

NOTICE OF CASE SETTING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00

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[Attorney: REID KIRKLAND EDWARD]

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205 GOVERNMENT STREET
MOBILE, AL 36644

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jo.schwarzauer@alacourt.gov



AlaFile E-Notice

02-CV-2006-003123.00

Judge: HERMAN YOUNG THOMAS

To: SHEFFIELD JOSEPH M (PRO SE)
11835 STRINGFELLOW RD
GRAND BAY, AL 36541

NOTICE OF CASE SETTING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANKLIN BANK SSB ET AL
02-CV-2006-003123.00

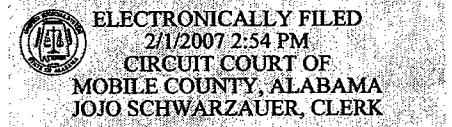
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CIRCUIT COURT CLERK
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MOBILE, AL 36644

251-574-8525
jo.schwarzauer@alacourt.gov



IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

SHEFFIELD JOSEPH M

Plaintiff

v.

FRANKLIN BANK SSB

PRESTIAGE TITLE CO INC

Defendants

Case No.: CV-2006-003123.00

ORDER

MOTION TO DISMISS IS GRANTED.

DONE this 1st day of February, 2007

/s HERMAN YOUNG THOMAS

CIRCUIT JUDGE



AlaFile E-Notice

02-CV-2006-003123.00

Judge: HERMAN YOUNG THOMAS

To: LAURENDINE CHASE R
seachaseiv@micro-comm.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00

The following matter was FILED on 2/1/2007 2:54:41 PM

Notice Date: 2/1/2007 2:54:41 PM

JOJO SCHWARZAUER
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
MOBILE, AL 36644

251-574-8525
jo.schwarzauer@alacourt.gov



AlaFile E-Notice

02-CV-2006-003123.00

Judge: HERMAN YOUNG THOMAS

To: REID KIRKLAND EDWARD
kirkreid@mhsolaw.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00

The following matter was FILED on 2/1/2007 2:54:41 PM

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AlaFile E-Notice

02-CV-2006-003123.00

Judge: HERMAN YOUNG THOMAS

To: SHEFFIELD JOSEPH M (PRO SE)
11835 STRINGFELLOW RD
GRAND BAY, AL 36541

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00

The following matter was FILED on 2/1/2007 2:54:41 PM

Notice Date: 2/1/2007 2:54:41 PM

JOJO SCHWARZAUER
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
MOBILE, AL 36644

251-574-8525
jo.schwarzauer@alacourt.gov

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M. SHEFFIELD pro se)

PLAINTIFF)

V.)

CIVIL ACTION NO. CV-06-3123

**FRANKLIN BANK SSB.AND
PRESTIAGE TITLE CO.INC.**)

DEFENDANTS)

STATE OF ALABAMA
I CERTIFY THIS
DOCUMENT WAS FILED IN

001 FEB 23 P 1:12

MOTION FOR A REHEARING

COMES NOW THE PLAINTIFF, IN THE ABOVE STYLED CAUSE AND REQUEST THAT THIS HONORABLE COURT GRANT PLAINTIFF A REHEARING BASED ON ALA.RULES OF CIVIL PROCEDURE RULE 59 (A) (2) THE COURT MADE AN ERROR AS TO GRANTING THE MOTION TO DISMISS, FOR BOTH DEFENDANTS UNDER ALA.R.CIV.PROC. 12 (b) (6) THIS MOTION SHOULD ONLY BE USED WHEN THERE IS NO SET OF FACTS IN THE CASE. THAT IS NOT THE CASE HERE THERE OR "TWO" DISTINCT FACTS IN THIS CASE. (1) BY PRESTIAGE TITLE CO INC. FOR FORGERY AND CONCELEMENT.AND, (2) FRANKLIN BANK SSB. FOR FRAUDLENT DECIET AND CONCELEMENT.

ON THE MERITS OF THIS CASE THIS MOTIQN SHOULD HAVE BEEN ALLOWED TO GO TO TRIAL. ANY THING LESS WOULD BE AN INJUSTICE, PLAINTIFF WOULD CITE CODE OF ALABAMA 1975 SUB SECTION 12-13-11 AS FOLLOWS (a) (1) (2) (3) (6) .

(a) ON MOTION FILED WITHIN 30 DAYS FROM THE ENTRY OF JUDGEMENT, A NEW TRIAL MAY BE GRANTED FOR THE FOLLOWING GROUNDS:

(1) IRREGULARITY IN THE PROCEEDINGS OF THE COURT, JURY OR PREVAILING PARTY, OR ANY ORDER OF COURT, OR ABUSE OF DISCRETION, BY WHICH THE PARTY WAS PREVENTED FROM HAVING A FAIR TRIAL.

(3) ACCIDENT OR SURPRISE, WHICH ORDINARY PRUDENCE COULD NOT HAVE GUARDED AGAINST.

(6) THE VERDICT OR DECISION IS NOT SUSTAINED BY THE GREAT PROPONDERANCE OF THE EVIDENCE OR IS CONTRARY TO LAW.

AS TO THE ALA. CIV. PROC. RULE 12 (b)(6), MOTION "FAILURE TO STATE A CLAIM UPON WHICH RELIEF CAN BE GRANTED" PLAINTIFF WOULD CITE THE FOLLOWING CASES.

(1) 331 SO 2 d 665 JEANNIE'S GROCERY V BALDWIN COUNTY ELEC. MEM. CORP.

(2) 323 SO 2d 353 TRABITS V FIRST NATIONAL BANK OF MOBILE

(3) 355 U.S. 41, 78 S. Ct. 99 CONLEY V. GIBSON 1957 PAGE 6 [10]

YOUR HONOR, PLAINTIFF WAS SHOCKED WHEN WE RECEIVED THE NOTICE ABOUT YOUR RULING, ON A MOTION TO DISMISS UNDER RULE 12 (b) (6) WHEN WE WERE ONLY SEVEN DAYS TO TRIAL. THE FOLLOWING WILL STATE OUR CAUSE OF ACTION IF WE HAD BEEN ABLE TO BE HEARD IN COURT.

**FRANKLIN BANK SSB.
FACT 1**

STEVE HOBBS, LOAN OFFICER FOR FRANKLIN BANK IN SEDRO WOOLEY WA. DID WITH "INTENT TO HARM AND CONCEAL" THE TRUTH ABOUT THE CREDIT LIFE INSURANCE DID SIGN AND I SIGNED A DOCUMENT FOR CREDIT LIFE INSURANCE. THIS IS A "FACT" IN THIS CASE. WHICH CAN BE PROVED. SINCE THE ATTORNEY FOR FRANKLIN BANK SSB, MR REID IN HIS "MOTION TO DISMISS" STATED AS A FACT

("FRANKLIN" DOES NOT CARRY THIS PRODUCT) AND YET STEVE HOBBS OFFERED IT TO ME ON DEC. 23rd 2005. THIS OFFER WOULD THEN FALL UNDER CODE OF ALABAMA 1975 SECTION 6-5-104 (4) A PROMISE MADE WITHOUT ANY INTENTION OF PERFORMING IT, THIS IS FRAUDULENT DECEIT [UNDER ALABAMA LAW] I AM SUEING FRANKLIN BANK SSB FOR A MATERIAL BREACH OF THE CONTRACT [NOT GIVEN WHAT THEY PROMISED, THE INSURANCE]. THE AMOUNT SUED FOR IS 103,500. ARE PAYOFF OF THE LOAN,WHICH EVER IS LOWER, PLUS COURT COST. FRANKLIN BANK SSB'S LOAN OFFICER, STEVE HOBBS HAS CAUSED SEVERE PAIN AND SUFFERING FOR BOTH MY WIFE AND I. "IN THIS CONTRACT."

PRESTIAGE TITLE CO.INC:

FACT 2

SANDY MOSLEY, CLOSING AGENT FOR PRESTIAGE TITLE CO.INC. DID FORGE TWO DOCUMENTS, [1] THE MORTGAGE [2] THE MANUFACTURED HOME RIDER TO SECURITY INSTRUMENT. THE ONLY REASON FOR THE FORGERY IS THAT SANDY MOSLEY HAD TO SHOW BOTH SIGNATURES OR SHE COULD NOT PUT IT INTO PROBATE COURT. IN CODE OF ALABAMA 1975 SECTION 6-10-3 IT STATES A MORTGAGE IS INVALID WITHOUT THE WIFES SIGNATURE AND ASSENT. MY WIFE GAVE NEITHER. MY WIFE SIGNED "ON ONE DOCUMENT ONLY IN THE CONTRACT. YOU WILL FIND IT ON THE WARRANTY DEED" DELEATING HER FROM TITLE. ALL ELSE IS FORGERY. PTI IS RESPONSIBLE FOR THE ACTIONS OF THEIR EMPLOYEE'S (SANDY MOSLEY) CLOSING AGENT FOR PTI INC. PTI HAS CAUSED SEVERE PAIN AND SUFFERING TO BOTH MY WIFE AND MYSELF (MARGIE SHEFFIELD & JOSEPH SHEFFIELD). I AM THEREFORE SUEING PRESTIAGE TITLE CO.INC. IN THE AMOUNT OF 150,000.00 PLUS COURT COST.

I ,JOSEPH M. SHEFFIELD PLAINTIFF IN THIS CASE ASK THIS HONORABLE COURT TO GRANT ME A NEW HEARING ON THE "FACTS OF THIS CASE WE HAVE SUFFERED GREATLY FROM THIS CONTRACT, AND FROM HAVING DIRECT EVIDENCE TO PROVE IN A COURT OF LAW. I AM NOT AN ATTORNEY BUT ONLY A PERSON WHO TRIES TO RECEIVE JUSTICE WHEN IT IS DUE. (BASED ON THE FACTS OF THIS CASE)

RESPECTFULLY SUMMITTED

Joseph M. Sheffield

JOSEPH M. SHEFFIELD pro se

C/C

CERTIFICATE OF SERVICE

**I HEREBY CERTIFY THAT I HAVE SERVED A COPY OF THE FOREGOING
BY DEPOSITING SAME IN THE UNITED STATES MAIL, FIRST CLASS
POSTAGE PREPAID ON THIS THE 23rd DAY OF FEB. 2007 TO THE
FOLLOWING.**

**KIRKLAND E. REID
OF COUNSEL
MILLER, HAMILTON,
SNIDER & ODOM, L.L.C.
POST OFFICE BOX 46
MOBILE ALABAMA 36601
(251) 432-1414**

**ATTORNEY FOR
FRANKLIN BANK SSB**

**CHASE R. LAURENDINE
P.O. BOX 850817
5909 AIRPORT BOULEVARD
MOBILE ALABAMA 36685**

**ATTORNEY FOR
PRESTIAGE TITLE CO. INC.**

COPY

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M. SHEFFIELD pro se)

PLAINTIFF)

v.)

CIVIL ACTION NO. CV-06-3123

FRANKLIN BANK SSB. AND)
PRESTIAGE TITLE CO. INC.)

DEFENDANTS)

MOTION FOR A REHEARING

COMES NOW THE PLAINTIFF, IN THE ABOVE STYLED CAUSE AND REQUEST THAT THIS HONORABLE COURT GRANT PLAINTIFF A REHEARING BASED ON ALA. RULES OF CIVIL PROCEDURE RULE 59 (A) (2) THE COURT MADE AN ERROR AS TO GRANTING THE MOTION TO DISMISS, FOR BOTH DEFENDANTS UNDER AL.R. CIV. PROC. 12 (b) (6) THIS MOTION SHOULD ONLY BE USED WHEN THERE IS NO SET OF FACTS IN THE CASE. THAT IS NOT THE CASE HERE THERE OR "TWO" DISTINCT FACTS IN THIS CASE. (1) BY PRESTIAGE TITLE CO INC. FOR FORGERY AND CONCELEMENT. AND, (2) FRANKLIN BANK SSB. FOR FRAUDULENT DECIET AND CONCELEMENT.

ON THE MERITS OF THIS CASE THIS MOTION SHOULD HAVE BEEN ALLOWED TO GO TO TRIAL. ANY THING LESS WOULD BE AN INJUSTICE, PLAINTIFF WOULD CITE CODE OF ALABAMA 1975 SUB SECTION 12-13-11 AS FOLLOWS (a) (1) (2) (3) (6) .

PAGE 1

*5-18-07
granted in part -
It allowed 20 day to amend
complaint*

VOLUNTARILY
COURT FILED

5-18-07

(a) ON MOTION FILED WITHIN 30 DAYS FROM THE ENTRY OF JUDGEMENT, A NEW TRIAL MAY BE GRANTED FOR THE FOLLOWING GROUNDS:

(1) IRREGULARITY IN THE PROCEEDINGS OF THE COURT, JURY OR PREVAILING PARTY, OR ANY ORDER OF COURT, OR ABUSE OF DISCRETION, BY WHICH THE PARTY WAS PREVENTED FROM HAVING A FAIR TRIAL.

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(3) 355 U.S. 41, 78 S Ct. 99 CONLEY V. GIBSON 1957 PAGE 6 [10]

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**FRANKLIN BANK SSB.
FACT 1**

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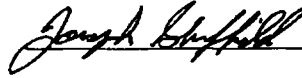
PRESTIAGE TITLE CO.INC:

FACT 2

SANDY MOSLEY, CLOSING AGENT FOR PRESTIAGE TITLE CO.INC. DID FORGE TWO DOCUMENTS, [1] THE MORTGAGE [2] THE MANUFACTURED HOME RIDER TO SECURITY INSTRUMENT. THE ONLY REASON FOR THE FORGERY IS THAT SANDY MOSLEY HAD TO SHOW BOTH SIGNATURES OR SHE COULD NOT PUT IT INTO PROBATE COURT. IN CODE OF ALABAMA 1975 SECTION 6-10-3 IT STATES A MORTGAGE IS INVALID WITHOUT THE WIFES SIGNATURE AND ASSENT. MY WIFE GAVE NEITHER. MY WIFE SIGNED "ON ONE DOCUMENT ONLY IN THE CONTRACT. YOU WILL FIND IT ON THE WARRANTY DEED" DELEATING HER FROM TITLE. ALL ELSE IS FORGERY. PTI IS RESPONSIBLE FOR THE ACTIONS OF THEIR EMPLOYEE'S (SANDY MOSLEY) CLOSING AGENT FOR PTI INC. PTI HAS CAUSED SEVERE PAIN AND SUFFERING TO BOTH MY WIFE AND MYSELF (MARGIE SHEFFIELD & JOSEPH SHEFFIELD). I AM THEREFORE SUEING PRESTIAGE TITLE CO.INC. IN THE AMOUNT OF 150,000.00 PLUS COURT COST.

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RESPECTIFULLY SUMMITTED

A handwritten signature in cursive script, appearing to read "Joseph M. Sheffield", is written over a horizontal line.

JOSEPH M. SHEFFIELD pro se

C/C

CERTIFICATE OF SERVICE

**I HEREBY CERTIFY THAT I HAVE SERVED A COPY OF THE FOREGOING
BY DEPOSITING SAME IN THE UNITED STATES MAIL, FIRST CLASS
POSTAGE PREPAID ON THIS THE 23rd DAY OF FEB. 2007 TO THE
FOLLOWING.**

**KIRKLAND E. REID
OF COUNSEL
MILLER, HAMILTON,
SNIDER & ODOM, L.L.C.
POST OFFICE BOX 46
MOBILE ALABAMA 36601
(251) 432-1414**

**ATTORNEY FOR
FRANKLIN BANK SSB**

**CHASE R. LAURENDINE
P.O. BOX 850817
5909 AIRPORT BOULEVARD
MOBILE ALABAMA 36685**

**ATTORNEY FOR
PRESTIGE TITLE CO. INC.**

Session - PASSPORT

May 18, 2007, 08:56:38

OC01 ON-LINE CASE ACTION SUMMARY COUNTY: 02 MOBILE OFFICE: 4 OCSOC01

CASE NUMBER: CV 2006 003123 00 TRANS DATE/TIME: 00000000 0000 JID: HYT
 STYLE/NAME: JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL PC PRNTR: N

ACT	DATE	TIME	CODE	COMMENTS	OPE
	09182006	1053		FILE FILED THIS DATE: 09/08/2006	(AV01) LEG
	09182006	1053		ASSJ ASSIGNED TO JUDGE: HERMAN YOUNG THOMAS	(AV01) LEG
	09182006	1053		TDMN BENCH/NON-JURY TRIAL REQUESTED	(AV01) LEG
	09182006	1053		STAT CASE ASSIGNED STATUS OF: ACTIVE	(AV01) LEG
	09182006	1053		ORIG ORIGIN: INITIAL FILING	(AV01) LEG
	09182006	1054		PART SHEFFIELD JOSEPH M ADDED AS C001	(AV02) LEG
	09182006	1054		ATTY LISTED AS ATTORNEY FOR C001: PRO SE	(AV02) LEG
	09182006	1054		PARA COMPLAINT & SUMMONS, FAST TRACK PRE-TRIA	LEG
	09182006	1055		PART FRANKLIN BANK SSB ADDED AS D001	(AV02) LEG
	09182006	1055		SUMM CERTIFIED MAI ISSUED: 09/18/2006 TO D001	(AV02) LEG
	09182006	1055		PART PRESTIAGE TITLE CO INC ADDED AS D002	(AV02) LEG
	09182006	1055		SUMM SHERIFF ISSUED: 09/18/2006 TO D002	(AV02) LEG
	09182006	1055		TRAC CASE ASSIGNED TO: FAST TRACK	(AV01) LEG

*** "C"-CHANGES/"D"-DELETES/"A"-ADDS ENTRIES IN THE FILE ***
 01=MNU 02=OCS 03=NDX 04=CSE 05=SNT 06=ENF 07=CLR 08=FEE 09=PRT 10=BWD 11=FWD
 12=DOM 13=FRM 14=CPR 15=DPR 16=WPR 17=SPR 18=SNO 19=PRT 20=OFF 24=HLP

Session - PASSPORT

May 18, 2007, 09:01:18

OC01 ON-LINE CASE ACTION SUMMARY COUNTY: 02 MOBILE OFFICE: 4 OCSOC01

CASE NUMBER: CV 2006 003123 00 TRANS DATE/TIME: 00000000 0000 JID: HYT
 STYLE/NAME: JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL PC PRNTR: N

ACT	DATE	TIME	CODE	COMMENTS	OPE
	09182006	1055	DAT4	SET FOR: CERT TO BE FILED ON 06/04/2007 AT 0830A	LEG
	09182006	1055	CASP	CASE ACTION SUMMARY PRINTED (AV02)	LEG
	09182006	1056	GNOT	GENERAL NOTICE SENT TO: C001	LEG
	09282006	1333	SERC	D001 SERVED CERTIFIED MAIL ON 09/21/2006	NOC
	10192006	1904	ATTY	LISTED AS ATTORNEY FOR D002: LAURENDINE CHASE R	AJA
	10252006	1650	ATTY	LISTED AS ATTORNEY FOR D001: REID KIRKLAND EDWARD	RUP
	10252006	1650	ANSW	ANSWER OF ATTY APPEAR ON 10/18/2006 FOR D001(AV02)	RUP
	10272006	1546	SERC	SERVICE OF SERVED PERSON ON 09/20/2006 FOR D002	AJA
	11012006	1352	GNOT	*** NOTICE ISSUED: C001 PARTY *****	NOC
	11012006	1352	GNOT	THIS CASE IS SET ON MOTION DOCKET TO PROVE	NOC
	11012006	1352	GNOT	DAMAGES FOR DEFAULT APPLICATION FOR PRESTIAGE	NOC
	11012006	1352	GNOT	TITLE CO INC BEFORE JUDGE HERMAN Y THOMAS ON	NOC
	11012006	1359	GNOT	DECEMBER 8, 2006 @ 8:30 AM.	NOC

*** "C"-CHANGES/"D"-DELETES/"A"-ADDS ENTRIES IN THE CASE ACTION SUMMARY ***
 01=MNU 02=OCS 03=NDX 04=CSE 05=SNT 06=ENF 07=CLR 08=FEE 09=PRT 10=BWD 11=FWD
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Session - PASSPORT

May 18, 2007, 09:02:49

OC01 ON-LINE CASE ACTION SUMMARY COUNTY: 02 MOBILE OFFICE: 4 OCSOC01

CASE NUMBER: CV 2006 003123 00 TRANS DATE/TIME: 00000000 0000 JID: HYT
 STYLE/NAME: JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL PC PRNTR: N

ACT	DATE	TIME	CODE	COMMENTS	OPE
	11012006	1407	GNOT	FAILURE TO APPEAR MAY RESULT IN DISMISSAL OF	NOC
	11012006	1407	GNOT	CASE OR DENIAL OF DEFAULT APPLICATION.	NOC
	11012006	1407	GNOT	*****END OF NOTICE*****	NOC
	11012006	1421	DAT2	SET FOR: DEFAULT DOCKET ON 12/08/2006 AT 0830A	NOC
	11302006	1359	DAT1	SET FOR: TRIAL - BENCH ON 02/07/2007 AT 0830A	CHL
	12062006	2403	DOCK	NOTICE SENT: 12/06/2006 SHEFFIELD JOSEPH M	CHL
	12062006	2403	DOCK	NOTICE SENT: 12/06/2006 REID KIRKLAND EDWARD	CHL
	12062006	2403	DOCK	NOTICE SENT: 12/06/2006 LAURENDINE CHASE R	CHL
	12152006	1437	DAT2	SET FOR: STATUS REVIEW/DKT ON 01/26/2007 AT 0830A	LAA
	01222007	1502	ETXT	D001-MOTN TO DIS. PURS. TO RULE 12(B) FILED.	AJA
	01222007	1505	ETXT	MOTION - TRANSMITTAL	AJA
	01222007	1553	ETXT	D001-MOTN TO DIS. PURS. TO RULE 12(B) /DOCKETED	AJA
	01222007	1614	ETXT	D001-MOTN TO DIS. PURS. TO RULE 12(B) /SET FOR 1/2	AJA

*** "C"-CHANGES/"D"-DELETES/"A"-ADDS ENTRIES IN THE CASE ACTION SUMMARY ***

01=MNU 02=OCS 03=NDX 04=CSE 05=SNT 06=ENF 07=CLR 08=FEE 09=PRT 10=BWD 11=FWD
 12=DOM 13=FRM 14=CPR 15=DPR 16=WPR 17=SPR 18=SNO 19=PRT 20=OFF 24=HLP

Session - PASSPORT

May 18, 2007, 09:04:15

OC01 ON-LINE CASE ACTION SUMMARY COUNTY: 02 MOBILE OFFICE: 4 OCSOC01

CASE NUMBER: CV 2006 003123 00 TRANS DATE/TIME: 00000000 0000 JID: HYT
 STYLE/NAME: JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL PC PRNTR: N

ACT	DATE	TIME	CODE	COMMENTS	OPE
	01222007	1629	ETXT	SET FOR HEARING - TRANSMITTAL	AJA
	02012007	1454	ETXT	ORDER E-FILED.	AJA
	02012007	1544	ETXT	ORDER - TRANSMITTAL	AJA
	02052007	1643	STAT	CASE ASSIGNED STATUS OF: DISPOSED (AV01)	CAC
	02052007	1643	CACJ	COURT ACTION JUDGE: HERMAN YOUNG THOMAS (AV01)	CAC
	02052007	1643	DISP	DISPOSED ON: 02/01/2007 BY (DISM W/O PREJ) (AV01)	CAC
	02052007	1643	PDIS	C001 DISPOSED BY (DISM W/O PREJ) ON 02/01/2007	CAC
	02052007	1643	PDIS	D001 DISPOSED BY (DISM W/O PREJ) ON 02/01/2007	CAC
	02052007	1643	PDIS	D002 DISPOSED BY (DISM W/O PREJ) ON 02/01/2007	CAC
	05092007	1155	ETXT	ORDER E-FILED.	AJA
	05092007	1311	ETXT	ORDER - TRANSMITTAL	AJA
	05102007	1315	DAT2	SET FOR: HEARING ON 05/18/2007 AT 0830A (AV01)	CAC
	05102007	1315	CACJ	COURT ACTION JUDGE: EDWARD B MCDERMOTT (AV01)	CAC

*** "C"-CHANGES/"D"-DELETES/"A"-ADDS ENTRIES IN THE CASE ACTION SUMMARY ***
 01=MNU 02=OCS 03=NDX 04=CSE 05=SNT 06=ENF 07=CLR 08=FEE 09=PRT 10=BWD 11=FWD
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Session - PASSPORT

May 18, 2007, 09:05:15

OC01 ON-LINE CASE ACTION SUMMARY COUNTY: 02 MOBILE OFFICE: 4 OCSOC01

CASE NUMBER: CV 2006 003123 00 TRANS DATE/TIME: 00000000 0000 JID: HYT
STYLE/NAME: JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL PC PRNTR: N-----
ACT DATE TIME CODE | ----- COMMENTS ----- | OPE-----
05102007 1317 DAT4 SET FOR: HEARING ON 05/18/2007 AT 0830A (AV01) CAC-----
*** THERE ARE NO MORE RECORDS ON-FILE FOR THE CASE ***01=MNU 02=OCS 03=NDX 04=CSE 05=SNT 06=ENF 07=CLR 08=FEE 09=PRT 10=BWD 11=FWD
12=DOM 13=FRM 14=CPR 15=DPR 16=WPR 17=SPR 18=SNO 19=PRT 20=OFF 24=HLP



ELECTRONICALLY FILED
5/9/2007 11:55 AM
CV-2006-003123.00
CIRCUIT COURT OF
MOBILE COUNTY, ALABAMA
JOJO SCHWARZAUER, CLERK

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

SHEFFIELD JOSEPH M

Plaintiff

v.

FRANKLIN BANK SSB

PRESTIAGE TITLE CO INC

Defendants

Case No.: CV-2006-003123.00

ORDER

PLAINTIFF'S MOTION FOR REHEARING SET ON MOTION DOCKET ON FRIDAY, MAY 18, 2007,
AT 8:30 A.M. IN COURTROOM 8200.

DONE this 9th day of May, 2007

/s EDWARD B. MCDERMOTT

CIRCUIT JUDGE



AlaFile E-Notice

02-CV-2006-003123.00

Judge: EDWARD B MCDERMOTT

To: LAURENDINE CHASE R
crl@laurendine.net

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00

The following matter was FILED on 5/9/2007 11:55:50 AM

Notice Date: 5/9/2007 11:55:50 AM

JOJO SCHWARZAUER
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
MOBILE, AL 36644

251-574-8525
jo.schwarzauer@alacourt.gov



AlaFile E-Notice

02-CV-2006-003123.00

Judge: EDWARD B MCDERMOTT

To: REID KIRKLAND EDWARD
kirkreid@mhsolaw.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00

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JOJO SCHWARZAUER
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
MOBILE, AL 36644

251-574-8525
jo.schwarzauer@alacourt.gov



AlaFile E-Notice

02-CV-2006-003123.00

Judge: EDWARD B MCDERMOTT

To: SHEFFIELD JOSEPH M (PRO SE)
11835 STRINGFELLOW RD
GRAND BAY, AL 36541

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

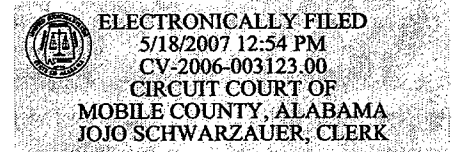
JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00

The following matter was FILED on 5/9/2007 11:55:50 AM

Notice Date: 5/9/2007 11:55:50 AM

JOJO SCHWARZAUER
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
MOBILE, AL 36644

251-574-8525
jo.schwarzauer@alacourt.gov



IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

SHEFFIELD JOSEPH M

Plaintiff

v.

FRANKLIN BANK SSB

PRESTIAGE TITLE CO INC

Defendants

Case No.: CV-2006-003123.00

ORDER

PLAINTIFF PRO SE.
MOTION FOR "REHEARING" GRANTED IN PART. PLAINTIFF GIVEN TWENTY (20) DAYS TO
AMEND COMPLAINT.

DONE this 18th day of May, 2007

/s EDWARD B. MCDERMOTT

CIRCUIT JUDGE



AlaFile E-Notice

02-CV-2006-003123.00

Judge: EDWARD B MCDERMOTT

To: LAURENDINE CHASE R
crl@laurendine.net

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00

The following matter was FILED on 5/18/2007 12:54:33 PM

Notice Date: 5/18/2007 12:54:33 PM

JOJO SCHWARZAUER
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
MOBILE, AL 36644

251-574-8525
jo.schwarzauer@alacourt.gov



AlaFile E-Notice

02-CV-2006-003123.00

Judge: EDWARD B MCDERMOTT

To: REID KIRKLAND EDWARD
kirkreid@mhsolaw.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00

The following matter was FILED on 5/18/2007 12:54:33 PM

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JOJO SCHWARZAUER
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
MOBILE, AL 36644

251-574-8525
jo.schwarzauer@alacourt.gov



AlaFile E-Notice

02-CV-2006-003123.00

Judge: EDWARD B MCDERMOTT

To: SHEFFIELD JOSEPH M (PRO SE)
11835 STRINGFELLOW RD
GRAND BAY, AL 36541

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00

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CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
MOBILE, AL 36644

251-574-8525
jo.schwarzauer@alacourt.gov

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M. SHEFFIELD AND
MARGIE L. SHEFFIELD PRO-SE

PLAINTIFF'S

V

FRANKLIN BANK, SSB
PRESTIGE TITLE CO. INC.

DEFENDANTS

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CIVIL ACTION NO. CV-06 3123

MOTION TO AMEND COMPLAINT
AND ADD NEW PLAINTIFF

**COMES NOW JOSEPH M. AND MARGIE L. SHEFFIELD
"PLAINTIFFS" IN THE ABOVE STYLED CAUSE, AND ASK THIS
HONORABLE COURT TO EXCEPT THIS AMENDED COMPLAINT AS TO
THE DAMAGES AND EVIDENCE IN THIS CASE AGAINST BOTH
DEFENDANTS. "FRANKLIN BANK AND PRESTIGE TITLE CO. INC."**

**THIS CASE INVOLVES FOUR PARTS TO THIS CONTRACT [1]
MORTGAGE, [2] NOTE, [3] WARRANTY DEED [4] CREDIT LIFE
INSURANCE. IN THIS CONTRACT FRANKLIN BANKS LOAN OFFICER,
STEVE HOBBS USED THE INSURANCE ONLY AS AN INDUCMENT,
BECAUSE FRANKLIN DOES NOT SELL THIS PRODUCT.**

UNDER A MATERIAL BREACH OF A CONTRACT " A BREACH THAT IS SUBSTANTIAL AND OPERATES TO EXCUSE FUTHER PERFORMANCE BY THE AGGRIEVED PARTY." [JOSEPH & MARGIE SHEFFIELD] STEVE HOBBS [LOAN OFFICER] FOR FRANKLIN BANK DID WILLFULLY AND WITH MALICE COMIT AN ACT OF FRAUD, IN SELLING ME WHAT HIS COMPANY DID NOT OFFER. THE "DAMAGES" THAT RESULTED FROM THIS BREACH IS THAT STEVE HOBBS STOLE MY SECURITY FOR MY WIFE AND FAMILY. WITH NO JUSTIFICATION OR EXCUSE. ON MY 360 MONTHS LOAN. WITH FRANKLIN BANK.

STEVE HOBBS GAVE PRESTIGE TITLE CO.INC. THE CONTRACT TO CLOSE JOSEPH AND MARGIE SHEFFIELD'S CONTRACT. SANDY MOSLEY WAS THE CLOSING AGENT, THIS CONTRACT WAS TO BE SIGNED ON MAY 31,2006 AND AT APPOX. 3:30 PM WE CLOSED. MARGIE SHEFFIELD WAS TAKEN OFF TITLE ON THE WARRANTY DEED AND THE HOLD HARMLESS AGREEMENT, MARGIE SIGNED ONLY THE WARRANTY DEED "DELEATING HER FROM TITLE" NO OTHER PLACE. THE ATTORNEY FOR PRESTIGE TITLE STATES MARGIE SIGNED EIGHT DOCUMENTS, WHICH ARE ALL FORGERYS. BUT IN THE CASE OF THE EIGHT DOCUMENTS HOW COULD MARGIE SIGN ANYTHING. THE ONLY REASON HER NAME WAS USED IS THAT SANDY MOSLEY AND STEVE HOBBS, FOUND OUT THAT THEY COULD NOT GET THE MORTGAGE INTO PROBATE COURT WITHOUT BOTH SIGNATURES AS PER CODE OF ALA. SECTION 6-10-3. SANDY HAD THE AUTHORITY TO BRING US BACK TO RE SIGN, SIGNATURES, BUT CHOSE TO VIOLATE ALABAMA LAW AS TO FORGERY AND CONCEALMENT.

DAMAGES (ACTUAL)

A] STEVE HOBBS { STOLE MY PROTECTION FOR MY WIFE & FAMILY } AND LIED ABOUT HIS COMPANY, NOT SELLING THIS TYPE OF INSURANCE. THE AMOUNT OF DAMAGES IS THE PAYOFF OF THE CONTRACT, \$ 103,500.00

B] EXPENSES INCURED IN THIS TRIAL ARE \$ 882.89 OUT OF POCKET EXPENSES.

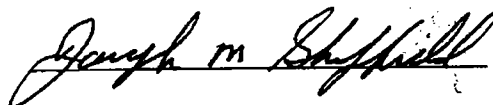
PUNITIVE DAMAGES

**AGAINST PRESTIAGE TITLE CO INC. BY AND THROUGH THEIR
CLOSING AGENT, SANDY MOSLEY. FOR FORGERY AND CONCEALMENT
IN THE AMOUNT OF \$ 150,000.00 PLUS COURT COST.**

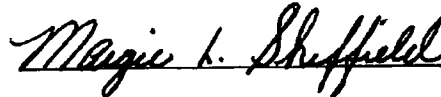
**YOUR HONOR, { THIS IS A FRAUD CASE } IT HAS DECEPTION,
FRAUDULENT DECIET, CONSEALMENT, MISREPRESATION OF A
MATERIAL FACT IN THIS CONTRACT. AND FORGERY. THESE ACT'S
WERE CARRIED OUT BY { STEVE HOBBS LOAN OFFICER FOR FRANKLIN
BANK SSB } AND { SANDY MOSLEY , CLOSING AGENT FOR PRESTIAGE
TITLE CO. INC. }**

**PLAINTIFFS IN THIS CASE REQUEST ANY OTHER AND DIFFERENT
RELIEF AS JUSTICE MAY REQUIRE.**

RESPECTIFULLY SUBMITTED



JOSEPH M. SHEFFIELD, PLAINTIFF



MARGIE L. SHEFFIELD, PLAINTIFF

C/C

CERTIFICATE OF SERVICE

**I HEREBY CERTIFY THAT I HAVE SERVED A COPY OF THE FOREGOING
BY DEPOSITING SAME IN THE UNITED STATES MAIL, FIRST CLASS
POSTAGE PREPAID ON THIS THE 31 ST DAY MAY 2007 TO THE
FOLLOWING.**

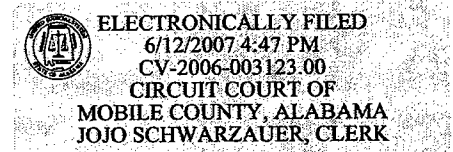
**KIRKLAND E. REID
OF COUNSEL
MILLER, HAMILTON,
SNIDER & ODOM, L.L.C.
POST OFFICE BOX 46
MOBILE ALABAMA 36601
(251) 432-1414**

**ATTORNEY FOR
FRANKLIN BANK SSB**

**CHASE R. LAURENDINE
P.O. BOX 850817
5909 AIRPORT BOULEVARD
MOBILE ALABAMA 36685**

**ATTORNEY FOR
PRESTIGE TITLE CO. INC.**

**JOSEPH M. & MARGIE L. SHEFFIELD
11835 STRINGFELLOW ROAD
GRAND BAY, AL. 36541
PHONE 251-865-9768
FAX #251-865-9768**



IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

SHEFFIELD JOSEPH M

Plaintiff

v.

FRANKLIN BANK SSB

PRESTIAGE TITLE CO INC

Defendants

Case No.: CV-2006-003123.00

ORDER

PLAINTIFF'S MOTION TO AMEND COMPLAINT AND ADD NEW PLAINTIFF SET FOR A HEARING
ON FRIDAY, JUNE 29, 2007, AT 8:30 A.M. IN COURTROOM 8200.

DONE this 12th day of June, 2007

/s EDWARD B. MCDERMOTT

CIRCUIT JUDGE



AlaFile E-Notice

02-CV-2006-003123.00

Judge: EDWARD B MCDERMOTT

To: LAURENDINE CHASE R
crl@laurendine.net

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00

The following matter was FILED on 6/12/2007 4:47:38 PM

Notice Date: 6/12/2007 4:47:38 PM

JOJO SCHWARZAUER
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
MOBILE, AL 36644

251-574-8525
jo.schwarzauer@alacourt.gov



AlaFile E-Notice

02-CV-2006-003123.00

Judge: EDWARD B MCDERMOTT

To: REID KIRKLAND EDWARD
kirkreid@mhsolaw.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
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AlaFile E-Notice

02-CV-2006-003123.00

Judge: EDWARD B MCDERMOTT

To: SHEFFIELD JOSEPH M (PRO SE)
11835 STRINGFELLOW RD
GRAND BAY, AL 36541

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANKLIN BANK SSB ET AL
02-CV-2006-003123.00

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jo.schwarzauer@alacourt.gov

STATE OF ALABAMA

Unified Judicial System

Revised 2/14/05

Case No.



ELECTRONICALLY FILED

6/27/2007 3:05 PM

CV-2006-003123.00

CIRCUIT COURT OF

MOBILE COUNTY, ALABAMA

JOJO SCHWARZAUER, CLERK

02-MOBILE

☐ District Court ☒ Circuit Court

CV2006003123.00

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB
ET AL**CIVIL MOTION COVER SHEET**

Name of Filing Party: D001 - FRANKLIN BANK SSB

Name, Address, and Telephone No. of Attorney or Party. If Not Represented.

KIRKLAND REID
254 STATE STREET
MOBILE, AL 36603

Attorney Bar No.: REI023

☐ Oral Arguments Requested**TYPE OF MOTION****Motions Requiring Fee**

- ☐ Default Judgment (\$50.00)
Joinder in Other Party's Dispositive Motion (i.e. Summary Judgment, Judgment on the Pleadings, or other Dispositive Motion not pursuant to Rule 12(b)) (\$50.00)
- ☐ Judgment on the Pleadings (\$50.00)
- ☐ Motion to Dismiss, or in the Alternative Summary Judgment (\$50.00)
Renewed Dispositive Motion (Summary Judgment, Judgment on the Pleadings, or other Dispositive Motion not pursuant to Rule 12(b)) (\$50.00)
- ☐ Summary Judgment pursuant to Rule 56 (\$50.00)
- ☐ Other _____
pursuant to Rule _____ (\$50.00)
- *Motion fees are enumerated in §12-19-71(a). Fees pursuant to Local Act are not included. Please contact the Clerk of the Court regarding applicable local fees.
- ☐ Local Court Costs \$ _____

Motions Not Requiring Fee

- ☐ Add Party
- ☐ Amend
- ☐ Change of Venue/Transfer
- ☐ Compel
- ☐ Consolidation
- ☐ Continue
- ☐ Deposition
- ☐ Designate a Mediator
- ☐ Judgment as a Matter of Law (during Trial)
- ☐ Disburse Funds
- ☐ Extension of Time
- ☐ In Limine
- ☐ Joinder
- ☐ More Definite Statement
- ☐ Motion to Dismiss pursuant to Rule 12(b)
- ☐ New Trial
- ☐ Objection of Exemptions Claimed
- ☐ Pendente Lite
- ☐ Plaintiff's Motion to Dismiss
- ☐ Preliminary Injunction
- ☐ Protective Order
- ☐ Quash
- ☐ Release from Stay of Execution
- ☐ Sanctions
- ☐ Sever
- ☐ Special Practice in Alabama
- ☐ Stay
- ☐ Strike
- ☐ Supplement to Pending Motion
- ☐ Vacate or Modify
- ☐ Withdraw
- ☒ Other Franklin Bank, SSB's Renewed Motion to Dismiss pursuant to Rule Ala.R.Civ.P. 12 (Subject to Filing Fee) (b)(6)

Check here if you have filed or are filing contemporaneously with this motion an Affidavit of Substantial Hardship ☐

Date:

6/27/2007 3:02:16 PM

Signature of Attorney or Party:

/s KIRKLAND REID

*This Cover Sheet must be completed and submitted to the Clerk of Court upon the filing of any motion. Each motion should contain a separate Cover Sheet.

**Motions titled 'Motion to Dismiss' that are not pursuant to Rule 12(b) and are in fact Motions for Summary Judgments are subject to filing fee.



ELECTRONICALLY FILED
6/27/2007 3:05 PM
CV-2006-003123.00
CIRCUIT COURT OF
MOBILE COUNTY, ALABAMA
JOJO SCHWARZAUER, CLERK

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M. SHEFFIELD,

Plaintiff,

v.

FRANKLIN BANK, SSB and
PRESTIGE TITLE CO., INC.,

Defendants.

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CIVIL ACTION NO.: CV-06-3123

FRANKLIN BANK, SSB'S RENEWED MOTION TO DISMISS

Franklin Bank, SSB ("Franklin"), one of the Defendants in the above-styled lawsuit, renews its previously-filed motions to dismiss, and further renews its request that this Court, pursuant to *Ala R Civ P* 12(b)(6), enter an Order dismissing this case. As grounds therefor, Franklin states as follows:

1. After two hearings on plaintiff's *pro se* complaint, and after being allowed to re-plead, this Court dismissed, by Order dated February 1, plaintiff's complaint. At a hearing on May 18, 2007, this Court, however, allowed plaintiff to again re-plead to see if plaintiff could file a complaint that states a cause of action.

2. Plaintiff filed his amended "complaint" on May 31, 2007. This "complaint" is, however, no different than the other pleadings previously filed. It certainly provides no justification for vacating the previous order of dismissal and reinstating this case. Accordingly, for the reasons stated in Franklin's prior-filed motions to dismiss, plaintiff's latest "complaint" is due to be again dismissed. (Franklin adopts and incorporates herein by reference its previously-filed motions to dismiss, attached hereto as Exhibit A.)

WHEREFORE, Franklin requests that this Court again dismiss plaintiff's fraud claim against it. Franklin requests such other, further, and different relief as justice may require.

Respectfully submitted,

s/Kirkland E. Reid
KIRKLAND E. REID (REI023)
Attorney for Defendant
Franklin Bank, SSB

OF COUNSEL:
MILLER, HAMILTON,
SNIDER & ODOM, L.L.C.
Post Office Box 46
Mobile, Alabama 36601
(251) 432-1414

CERTIFICATE OF SERVICE

I hereby certify a copy of the foregoing has been filed electronically with AlaFile on this 27th day of June, 2007, and will be served as indicated to the following:

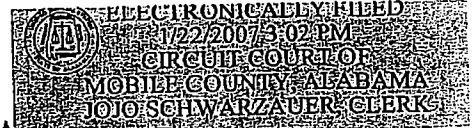
VIA ELECTRONIC MAIL:

Chase R. Laurendine
P. O. Box 850817
5909 Airport Boulevard
Mobile, Alabama 36685
seachaseiv@micro-comm.com

VIA U.S. MAIL

Joseph M. Sheffield
11835 Stringfellow Rd.
Grand Bay, AL 36541

s/Kirkland E. Reid
KIRKLAND E. REID



IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M. SHEFFIELD,

Plaintiff,

v.

FRANKLIN BANK, SSB and
PRESTIGE TITLE CO., INC.,

Defendants.

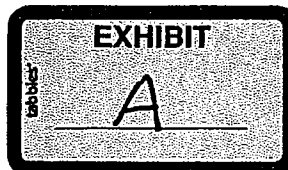
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CIVIL ACTION NO.: CV-06-3123

FRANKLIN BANK, SSB'S RENEWED MOTION TO DISMISS

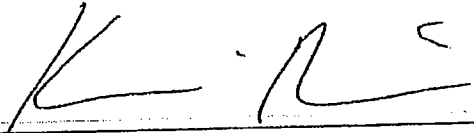
Franklin Bank, SSB ("Franklin"), one of the Defendants in the above-styled lawsuit, hereby renews its previously-filed motion to dismiss, and further renews its request that this Court, pursuant to *Ala R Civ P* 12(b)(6), enter an Order dismissing this case. As grounds therefor, Franklin states as follows:

1. At a hearing on December 15, 2006, this Court determined that it would not dismiss Plaintiff's *pro se* complaint at that time, and allowed Plaintiff the opportunity to furnish a more definite statement of his claims against Franklin. On or about December 20, 2006, Plaintiff filed a pleading styled "Motion For a More 'Defined' Complaint for Franklin Bank, SSB."
2. Plaintiff's new "complaint" seems to make clear that Plaintiff is indeed suing Franklin for fraud for **not selling** and **not placing** credit life insurance on his loan. For the reasons stated in Franklin's prior-filed motion to dismiss, this claim is illogical, fails to state a claim, and should be dismissed. (Franklin adopts and incorporates herein by reference its previously-filed motion to dismiss, attached hereto as Exhibit A.) Now that Plaintiff has re-pled his complaint, and has conceded that his fraud claim is premised on Franklin **not placing** credit life insurance on his loan, this Court should now dismiss the complaint.



WHEREFORE, premises considered, Franklin requests that this Court dismiss Plaintiff's fraud claim against it because Plaintiff has obviously suffered no damage based on the allegations made in his motion for a more defined complaint. Franklin requests such other, further, and different relief as justice may require.

Respectfully submitted,



KIRKLAND E. REID (REI023)
Attorney for Defendant
Franklin Bank, SSB

OF COUNSEL:
MILLER, HAMILTON,
SNIDER & ODOM, L.L.C.
Post Office Box 46
Mobile, Alabama 36601
(251) 432-1414

CERTIFICATE OF SERVICE


I hereby certify a copy of the foregoing has been filed electronically with AlaFile on this 22nd day of January, 2007, and will be served as indicated to the following:

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seachaseiv@micro-comm.com

VIA U.S. MAIL

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Grand Bay, AL 36541



KIRKLAND E. REID



IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M. SHEFFIELD,

Plaintiff,

v.

FRANKLIN BANK, SSB and
PRESTIGE TITLE CO., INC.,

Defendants.

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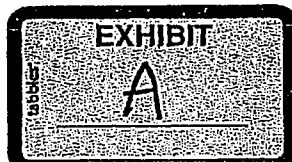
CIVIL ACTION NO.: CV-06-3123

**MOTION TO DISMISS, OR, IN THE ALTERNATIVE,
FOR A MORE DEFINITE STATEMENT**

Franklin Bank, SSB ("Franklin"), one of the Defendants in the above-styled lawsuit, respectfully requests that this Court, pursuant to *Ala. R. Civ. P.* 12(b)(6), enter an Order dismissing this case, or, in the alternative, requiring *pro se* Plaintiff to furnish a more definite statement of his claims. As grounds therefor, Franklin states as follows:

1. It is somewhat difficult to understand exactly what is being alleged against Franklin in Plaintiff's complaint. In part at least, it appears that Franklin is being accused of fraud for **not** selling and **not** placing credit life insurance on Plaintiff's loan, for which Franklin was the lender.

2. If this is the claim against Franklin, it is illogical at best. First, if Plaintiff truly wants credit life insurance, he is free to obtain it, as there are many companies offering this product. (Franklin does not offer this product.) Second, because Plaintiff does not have credit life insurance he actually is paying *less* on his loan than he otherwise would. Consequently, he has suffered no legally cognizable injury. *See, e.g., National Security Ins. Co. v. Beasley*, 406 So. 2d 923 (Ala. Civ. App. 1981) ("Damage is an essential element of actionable fraud."). Finally, Plaintiff obviously is alive. There can therefore be no damage for *not having* credit life insurance at this time. In other words, Plaintiff's claim is not ripe because no legally-recognized injury has occurred. Again, if



Plaintiff truly wants credit life insurance, he is free to obtain it. Because Plaintiff obviously has suffered no damage because of currently not having credit life insurance, his fraud claim based on this allegation fails to state a claim and should be dismissed.

3. Moreover, as Franklin understands Plaintiff's fraud claim against it, the claim is based on alleged acts that were to take place in the future, and thus would constitute a claim for promissory fraud. Promissory fraud requires a present intent to deceive when the alleged promise is made. *See, e.g., Aldridge v DaimlerChrysler Corp.*, 809 So. 2d 785 (Ala. 2001). There is not even an allegation of a present intent to deceive in Plaintiff's complaint, and the complaint therefore should be dismissed for failure to state a claim.

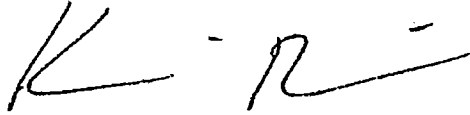
4. In the alternative, to the extent there are other claims and allegations made against Franklin, Plaintiff should be required to furnish a more definite statement of those claims. Specifically, Plaintiff complains of various things involving the closing on his mortgage. Franklin was not involved in the closing in any way. Title companies and their closing agents generally conduct closings – as Plaintiff alleges happened here. If, as it seems, Plaintiff is seeking to impose liability on Franklin for actions occurring at or around the closing, this would be improper and inconsistent with his pleadings. Plaintiff should, at a minimum, be required to more particularly delineate which allegations of his complaint are directed at which Defendant so that each Defendant may properly form a response to those allegations. *Ala. R. Civ. P. 12(e)*.

WHEREFORE, premises considered, Franklin requests that this Court dismiss Plaintiff's fraud claim against it because Plaintiff has obviously suffered no damage based on the allegations made herein. In the alternative, Franklin respectfully requests that Plaintiff be required to furnish

a more definite statement of his allegations so that Franklin may form a meaningful response thereto.

Franklin requests such other, further, and different relief as justice may require.

Respectfully submitted,



KIRKLAND E. REID (REI023)
Attorney for Defendant
Franklin Bank, SSB

OF COUNSEL:
MILLER, HAMILTON,
SNIDER & ODOM, L.L.C.
Post Office Box 46
Mobile, Alabama 36601
(251) 432-1414

CERTIFICATE OF SERVICE

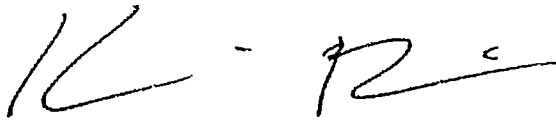
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Chase R. Laurendine
P O. Box 850817
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Mobile, Alabama 36685
seachaseiv@micro-comm.com

VIA U.S. MAIL:

Joseph M. Sheffield
11835 Stringfellow Rd.
Grand Bay, AL 36541



KIRKLAND E. REID



AlaFile E-Notice

02-CV-2006-003123.00

Judge: EDWARD B MCDERMOTT

To: KIRKLAND REID
kirkreid@mhsolaw.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00

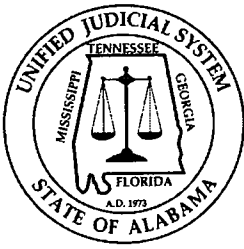
The following matter was FILED on 6/27/2007 3:05:53 PM

D001 FRANKLIN BANK SSB
FRANKLIN BANK, SSB'S RENEWED MOTION TO DISMISS
[Attorney: REID KIRKLAND EDWARD]

Notice Date: 6/27/2007 3:05:53 PM

JOJO SCHWARZAUER
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
MOBILE, AL 36644

251-574-8525
jo.schwarzauer@alacourt.gov



AlaFile E-Notice

02-CV-2006-003123.00

Judge: EDWARD B MCDERMOTT

To: SHEFFIELD JOSEPH M (PRO SE)
11835 STRINGFELLOW RD
GRAND BAY, AL 36541

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IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

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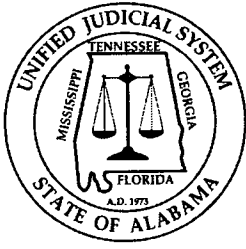
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Judge: EDWARD B MCDERMOTT

To: LAURENDINE CHASE R
crl@laurendine.net

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JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
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Judge: EDWARD B MCDERMOTT

To: REID KIRKLAND EDWARD
kirkreid@mhsolaw.com

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jo.schwarzauer@alacourt.gov



AlaFile E-Notice

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Judge: EDWARD B MCDERMOTT

To: LAURENDINE CHASE R
crl@laurendine.net

NOTICE OF CASE SETTING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00

The following matter was SET FOR HEARING

D001 FRANKLIN BANK SSB
FRANKLIN BANK, SSB'S RENEWED MOTION TO DISMISS
[Attorney: REID KIRKLAND EDWARD]

Hearing Date: 06/29/2007
Hearing Time: 08:30:00 AM
Location: 8200

Notice Date: 6/28/2007 10:29:27 AM

JOJO SCHWARZAUER
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
MOBILE, AL 36644

251-574-8525
jo.schwarzauer@alacourt.gov



AlaFile E-Notice

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Judge: EDWARD B MCDERMOTT

To: REID KIRKLAND EDWARD
kirkreid@mhsolaw.com

NOTICE OF CASE SETTING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANKLIN BANK SSB ET AL
02-CV-2006-003123.00

The following matter was SET FOR HEARING

D001 FRANKLIN BANK SSB
FRANKLIN BANK, SSB'S RENEWED MOTION TO DISMISS
[Attorney: REID KIRKLAND EDWARD]

Hearing Date: 06/29/2007
Hearing Time: 08:30:00 AM
Location: 8200
Notice Date: 6/28/2007 10:29:27 AM

JOJO SCHWARZAUER
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
MOBILE, AL 36644

251-574-8525
jo.schwarzauer@alacourt.gov



AlaFile E-Notice

02-CV-2006-003123.00

Judge: EDWARD B MCDERMOTT

To: SHEFFIELD JOSEPH M (PRO SE)
11835 STRINGFELLOW RD
GRAND BAY, AL 36541

NOTICE OF CASE SETTING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANKLIN BANK SSB ET AL
02-CV-2006-003123.00

The following matter was SET FOR HEARING

D001 FRANKLIN BANK SSB
FRANKLIN BANK, SSB'S RENEWED MOTION TO DISMISS
[Attorney: REID KIRKLAND EDWARD]

Hearing Date: 06/29/2007
Hearing Time: 08:30:00 AM
Location: 8200

Notice Date: 6/28/2007 10:29:27 AM

JOJO SCHWARZAUER
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
MOBILE, AL 36644

251-574-8525
jo.schwarzauer@alacourt.gov

**CHASE R. LAURENDINE, LLC
ATTORNEY AT LAW
5909 AIRPORT BOULEVARD
MOBILE, ALABAMA 36608**

Telephone:
(251) 344-9987
Fax: 460-4009

Mailing Address
P. O. Box 850817
Mobile, Alabama 36685

June 28, 2007

Honorable Edward B. McDermott
Judge, Circuit Court
Mobile Government Plaza
205 Government St.
Mobile, AL 36644-2913

Re: **Joseph M. Sheffield vs. Franklin Bank, SSB
and Prestige Title Co., Inc.
Civil Action No. CV-06-3123**

Dear Judge McDermott:

In their most recent more definite statement, the Plaintiffs have added Margie Sheffield as a party plaintiff, but there is clearly no change in the Plaintiffs' position that seeks any equitable relief to set aside the mortgage upon which her alleged forged signature appears.

The Plaintiffs still argue that that mortgage is valid in their claim against Franklin Bank by alleging that Franklin Bank "stole the security from my wife and family" that the credit life insurance policy would have afforded him if it had been issued by Franklin Bank [first paragraph of page 2 of amended complaint] and seek damages in the mount of the payoff of said mortgage in the amount of \$103,000.00. In the second paragraph on page 2, Plaintiffs allege that Margie Sheffield signed the warranty deed which conveyed her interest in the subject property to her husband, Joseph Sheffield, but alleges that she signed no other documents. Plaintiffs next speculate that Mosley [the employee of Prestige Title] and Hobbs [the employee of Franklin Bank] found out that they "could not get the mortgage into probate without both signatures as per Code of Alabama, §6-10-3," but *Mosley* chose to violate Alabama law as to forgery and concealment. The clear inference from their allegation that Mosley "had the authority to bring us back in to re-sign our signatures," is that the forgeries took place after the Plaintiffs' departure from Prestige's office. Obviously, if Mrs. Sheffield's signature was forged after they departed, it is logical to assume that someone at Prestige Title forged her name, but it is obvious that neither of the Sheffields have any direct knowledge that Sandy Mosley forged her signature.

Further, there is an allegation in the amended complaint that Prestige is guilty of "concealment." While it can be inferred that the Plaintiffs meant that Prestige concealed the forgery of Mrs. Sheffield's signature, the deed which Mrs. Sheffield admits signing and the mortgage which she

Honorable Edward B. McDermott
 June 28, 2007
 Page 2

claims is a forgery were both recorded in Probate Court at the same time by Prestige. Since §35-4-51, *Code of Alabama, 1975*, as amended, expressly provides that the recording of conveyances, such as a deed or a mortgage, is constructive notice of the contents of that document, there is no validity to any allegation of concealment by Prestige nor is there any allegation in the complaint of any cause of action which might result from any such concealment.

It is undisputed that §6-10-03, *Code of Alabama, 1975*, as amended, provides that no deed or mortgage of the homestead by a married person shall be valid without the voluntary signature and assent of the husband and wife, whose signature must be notarized. There are numerous Alabama appellate court cases which hold that, if a spouse does not sign a mortgage on homestead property, the mortgage is invalid, a nullity and void in its entirety. *Sims vs. Cox*, 611 So.2d 329 (Ala., 1992); *Worthington vs. Palughi*, 575 So.2d 1092 (Ala., 1991); *Hewett vs. McGaster*, 272 Ala. 498, 133 So.2d 189 (Ala., 1961); *Watkins vs. Penell*, 285 Ala. 208, 231 So.2d 84 (Ala., 1970); *Gardner vs. Roberts*, 565 So.2d 638 Ala.Civ.App. (1990); *Gilley vs. Daniel*, 378 So.2d 716 (Ala., 1979).

In *Watkins, supra.*, the Supreme expressly held that, in a situation where a deed was not signed by the spouse, it could be set aside and declared null and void and of no effect. Thus, it is clear that, if Plaintiffs' allegations of a forgery are accurate, which Prestige denies, it is clear that Plaintiffs have the right to seek the equitable relief of setting aside that mortgage. If it clear, however, in this case, that the Plaintiffs do not want that relief. As Mr. Sheffield told the Court, he does not have the ability to refund the loan proceeds which he clearly received when he made that mortgage.

It is clear and unequivocal that the purpose of §6-10-3 is to protect a spouse's interest in the homestead. Since the Plaintiffs have elected not to ask for the equitable relief of setting aside the mortgage, then the next question is what damages have they suffered which are recoverable in an *at law* action. Clearly, Mr. Sheffield has suffered no damages. He admittedly signed the mortgage and received the loan proceeds and it is not fair to repay those loan proceeds. On the other hand, if Mrs. Sheffield's signature is a forgery, then she has not alienated her homestead interest in the property and her homestead interest in that property still primes the mortgage made to Franklin Bank and any future default under that mortgage which resulted in a foreclosure would not affect her homestead rights. *Gilley vs. Daniels, supra.*; *Alford vs. Lehman, Durr & Co.*, 76 Ala. 526 (Ala., 1984)

The forgery allegedly committed by an employee of Prestige is categorically denied by Prestige, but, if it occurred, that alleged forgery, while reprehensible, Prestige respectfully suggests that, if Plaintiffs continue to elect not to seek the equitable relief of setting aside that mortgage, then Plaintiffs have suffered no *actual* or punitive damages as a result of that forgery. Plaintiffs acknowledge having received the loan proceeds they sought from the mortgage to Franklin Bank. There are no allegations that their right of possession to the property has been disturbed or otherwise affected. It is undisputed that Mrs. Sheffield did not sign the note; therefore, she has no legal obligation to repay any debt created by said note. If, in fact, her signature on the mortgage which secures that note was a forgery, then it is also clear that she has not conveyed her homestead interest to the mortgagee, Franklin Bank. Therefore, she still owns the same homestead interest she had in the subject property after her conveyance of it to her husband immediately before this mortgage was executed. That fact seems to be confirmed by Plaintiffs' last amended complaint in

Honorable Edward B. McDermott
June 28, 2007
Page 3

which they allege that their only actual damages are the expenses incurred by them in filing this action in the amount of \$882.89. As the Court stated in open court at our last hearing, it appears that the Plaintiffs want to have their cake and eat it too.

Very truly yours,

/s Chase R. Laurendine

Chase R. Laurendine

CRL/da

cc: Mr. Joseph M. Sheffield
Mrs. Margie Sheffield
Kirkland E. Reid, Esq.

Honorable Edward B. McDermott
June 28, 2007
Page 4

CERTIFICATE OF SERVICE

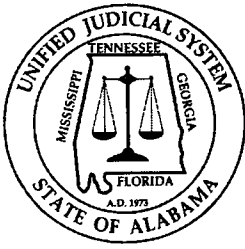
I hereby certify that on the 28th day of June, 2008, I electronically filed the foregoing with the Clerk of the Court using the AlaFile filing system which will send notification of such filing to the following:

Kirkland E. Reid, Esq.
P. O. Box 46
Mobile, Alabama 36601

and I hereby certify that I have mailed by United States Postal Service, properly addressed and first class postage prepaid to the following non AlaFile participants:

Joseph M. Sheffield
Margie Sheffield
11835 Stringfellow Road
Grand Bay, Alabama 36541

/s Chase R. Laurendine
Chase R. Laurendine



AlaFile E-Notice

02-CV-2006-003123.00

To: CHASE LAURENDINE
crl@laurendine.net

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00

The following ORDER2 was FILED on 6/28/2007 5:52:23 PM

Notice Date: 6/28/2007 5:52:23 PM

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CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
MOBILE, AL 36644

251-574-8525
jo.schwarzauer@alacourt.gov



AlaFile E-Notice

02-CV-2006-003123.00

To: SHEFFIELD JOSEPH M (PRO SE)
11835 STRINGFELLOW RD
GRAND BAY, AL 36541

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANKLIN BANK SSB ET AL
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AlaFile E-Notice

02-CV-2006-003123.00

To: LAURENDINE CHASE R
crl@laurendine.net

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IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
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AlaFile E-Notice

02-CV-2006-003123.00

To: REID KIRKLAND EDWARD
kirkreid@mhsolaw.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

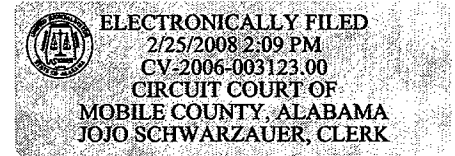
JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00

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IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

SHEFFIELD JOSEPH M,

Plaintiff,

v.

FRANKLIN BANK SSB,

PRESTIAGE TITLE CO INC,

Defendants.

Case No.: CV-2006-003123.00

ORDER

This case is set for a status hearing on March 7, 2008 at 9:00 A.M. in Courtroom 8200.

DONE this 25th day of February, 2008

/s MICHAEL A YOUNGPETER

CIRCUIT JUDGE



AlaFile E-Notice

02-CV-2006-003123.00

Judge: EDWARD B MCDERMOTT

To: LAURENDINE CHASE R
crl@laurendine.net

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00

The following matter was FILED on 2/25/2008 2:10:03 PM

Notice Date: 2/25/2008 2:10:03 PM

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AlaFile E-Notice

02-CV-2006-003123.00

Judge: EDWARD B MCDERMOTT

To: REID KIRKLAND EDWARD
kirkreid@mhsolaw.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

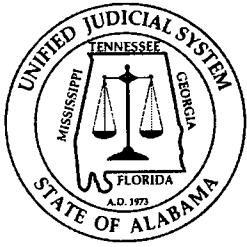
JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00

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AlaFile E-Notice

02-CV-2006-003123.00

Judge: EDWARD B MCDERMOTT

To: SHEFFIELD JOSEPH M (PRO SE)
11835 STRINGFELLOW RD
GRAND BAY, AL 36541

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

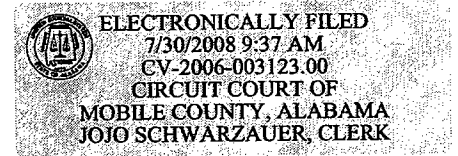
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MOBILE, AL 36644

251-574-8420
jo.schwarzauer@alacourt.gov



IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

SHEFFIELD JOSEPH M,

Plaintiff,

v.

FRANKLIN BANK SSB,

PRESTIAGE TITLE CO INC,

Defendants.

Case No.: CV-2006-003123.00

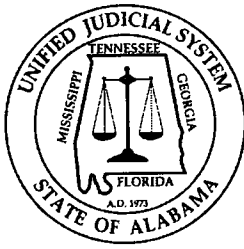
ORDER

Franklin Bank, SSB's Renewed Motion to Dismiss is denied.

DONE this 30th day of July, 2008

/s MICHAEL A YOUNGPETER

CIRCUIT JUDGE



AlaFile E-Notice

02-CV-2006-003123.00

Judge: EDWARD B MCDERMOTT

To: LAURENDINE CHASE R
crl@laurendine.net

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00

The following matter was FILED on 7/30/2008 9:37:42 AM

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JOJO SCHWARZAUER
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205 GOVERNMENT STREET
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AlaFile E-Notice

02-CV-2006-003123.00

Judge: EDWARD B MCDERMOTT

To: REID KIRKLAND EDWARD
kirkreid@mhsolaw.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00

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AlaFile E-Notice

02-CV-2006-003123.00

Judge: EDWARD B MCDERMOTT

To: SHEFFIELD JOSEPH M (PRO SE)
11835 STRINGFELLOW RD
GRAND BAY, AL 36541

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IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

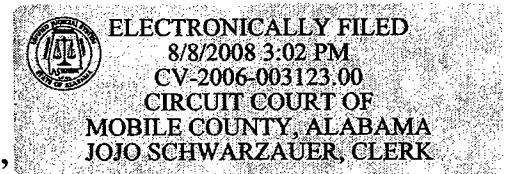
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IN THE CIRCUIT COURT OF MOBILE COUNTY,

JOSEPH M. SHEFFIELD,

Plaintiff,

v.

FRANKLIN BANK, SSB and
PRESTIGE TITLE CO., INC.,

Defendants.

*
*
*
*
*
*
*
*
*

CIVIL ACTION NO.: CV-06-3123

ANSWER

Franklin Bank, SSB ("Franklin"), one of the defendants in the above-styled lawsuit, answers plaintiff's amended *pro se* complaint (styled a "motion for a more 'defined' complaint"), as follows:

1. Denied.
2. Denied.
3. Denied.
4. Denied.
5. Denied.
6. The allegations of paragraph six constitute legal analysis and require no response from Franklin.
7. Denied.
8. The allegations of paragraph eight are not directed towards Franklin, and therefore require no response.
9. The allegations of paragraph nine are not directed towards Franklin, and therefore require no response.
10. Denied.
11. Denied.

12. Denied.

FIRST AFFIRMATIVE DEFENSE

The complaint fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiff has failed to mitigate his damages.

THIRD AFFIRMATIVE DEFENSE

No justiciable controversy exists between plaintiff and Franklin.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff has failed to elect remedies.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the doctrine of estoppel.

Respectfully submitted,

s/Kirkland E. Reid
KIRKLAND E. REID (REI023)
Attorney for Defendant
Franklin Bank, SSB

OF COUNSEL:
MILLER, HAMILTON,
SNIDER & ODOM, L.L.C.
Post Office Box 46
Mobile, Alabama 36601
(251) 432-1414

CERTIFICATE OF SERVICE

I hereby certify a copy of the foregoing has been filed electronically with AlaFile on this 8th day of August, 2008, and will be served as indicated to the following:

VIA ELECTRONIC MAIL:

Chase R. Laurendine
P. O. Box 850817
5909 Airport Boulevard
Mobile, Alabama 36685
srl@laurendine.net

VIA U.S. MAIL:

Joseph M. Sheffield
11835 Stringfellow Rd.
Grand Bay, AL 36541

s/Kirkland E. Reid
KIRKLAND E. REID



AlaFile E-Notice

02-CV-2006-003123.00

To: KIRKLAND E. REID
kirkreid@mhsolaw.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANKLIN BANK SSB ET AL
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The following answer was FILED on 8/8/2008 3:02:46 PM

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STATE OF ALABAMA

Revised 3/5/08

Unified Judicial System

02-MOBILE

☐ District Court☒ Circuit Court

Case



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12/5/2008 11:43 AM

CV-2006-003123.00

CIRCUIT COURT OF

CV2006003123.00 MOBILE COUNTY, ALABAMA
JOJO SCHWARZAUER, CLERKJOSEPH M SHEFFIELD VS FRANLIN BANK SSB
ET AL**CIVIL MOTION COVER SHEET**

Name of Filing Party: D001 - FRANKLIN BANK SSB

Name, Address, and Telephone No. of Attorney or Party. If Not Represented.

KIRKLAND E. REID

254 STATE STREET

MOBILE, AL 36603

Attorney Bar No.: REI023

☐ Oral Arguments Requested**TYPE OF MOTION****Motions Requiring Fee**

- ☐ Default Judgment (\$50.00)
Joinder in Other Party's Dispositive Motion (i.e. Summary Judgment, Judgment on the Pleadings, or other Dispositive Motion not pursuant to Rule 12(b)) (\$50.00)
- ☐ Judgment on the Pleadings (\$50.00)
- ☐ Motion to Dismiss, or in the Alternative Summary Judgment (\$50.00)
Renewed Dispositive Motion (Summary Judgment, Judgment on the Pleadings, or other Dispositive Motion not pursuant to Rule 12(b)) (\$50.00)
- ☐ Summary Judgment pursuant to Rule 56 (\$50.00)
- ☐ Motion to Intervene (\$297.00)
- ☐ Other _____
pursuant to Rule _____ (\$50.00)
- *Motion fees are enumerated in §12-19-71(a). Fees pursuant to Local Act are not included. Please contact the Clerk of the Court regarding applicable local fees.
- ☐ Local Court Costs \$ _____

Motions Not Requiring Fee

- ☐ Add Party
- ☐ Amend
- ☐ Change of Venue/Transfer
- ☐ Compel
- ☐ Consolidation
- ☐ Continue
- ☐ Deposition
- ☐ Designate a Mediator
- ☐ Judgment as a Matter of Law (during Trial)
- ☐ Disburse Funds
- ☐ Extension of Time
- ☐ In Limine
- ☐ Joinder
- ☐ More Definite Statement
- ☐ Motion to Dismiss pursuant to Rule 12(b)
- ☐ New Trial
- ☐ Objection of Exemptions Claimed
- ☐ Pendente Lite
- ☐ Plaintiff's Motion to Dismiss
- ☐ Preliminary Injunction
- ☐ Protective Order
- ☐ Quash
- ☐ Release from Stay of Execution
- ☐ Sanctions
- ☐ Sever
- ☐ Special Practice in Alabama
- ☒ Stay
- ☐ Strike
- ☐ Supplement to Pending Motion
- ☐ Vacate or Modify
- ☐ Withdraw
- ☐ Other _____
pursuant to Rule _____ (Subject to Filing Fee)

Check here if you have filed or are filing contemporaneously with this motion an Affidavit of Substantial Hardship or if you are filing on behalf of an agency or department of the State, county, or municipal government. (Pursuant to §6-5-1 Code of Alabama (1975), governmental entities are exempt from prepayment of filing fees) ☐

Date:

12/5/2008 11:40:47 AM

Signature of Attorney or Party:

/s KIRKLAND E. REID

*This Cover Sheet must be completed and submitted to the Clerk of Court upon the filing of any motion. Each motion should contain a separate Cover Sheet.

**Motions titled 'Motion to Dismiss' that are not pursuant to Rule 12(b) and are in fact Motions for Summary Judgments are subject to filing fee.



AlaFile E-Notice

02-CV-2006-003123.00

Judge: MICHAEL A YOUNGPETER

To: LAURENDINE CHASE R
crl@laurendine.net

NOTICE OF COURT ACTION

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00

A court action was entered in the above case on 12/8/2008 9:18:29 AM

D001 FRANKLIN BANK SSB
MOTION TO DISMISS PURSUANT TO RULE 12(B)
[Attorney: REID KIRKLAND EDWARD]

Disposition: OTHER
Judge: MAY
Notice Date: 12/8/2008 9:18:29 AM

JOJO SCHWARZAUER
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
MOBILE, AL 36644

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AlaFile E-Notice

02-CV-2006-003123.00

Judge: MICHAEL A YOUNGPETER

To: REID KIRKLAND EDWARD
kreid@joneswalker.com

NOTICE OF COURT ACTION

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANKLIN BANK SSB ET AL
02-CV-2006-003123.00

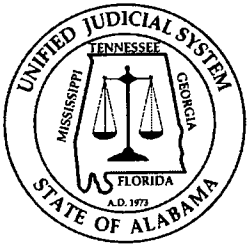
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MOTION TO DISMISS PURSUANT TO RULE 12(B)
[Attorney: REID KIRKLAND EDWARD]

Disposition: OTHER
Judge: MAY
Notice Date: 12/8/2008 9:18:29 AM

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MOBILE, AL 36644

251-574-8420
jo.schwarzauer@alacourt.gov



AlaFile E-Notice

02-CV-2006-003123.00

Judge: MICHAEL A YOUNGPETER

To: SHEFFIELD JOSEPH M (PRO SE)
11835 STRINGFELLOW RD
GRAND BAY, AL 36541

NOTICE OF COURT ACTION

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANKLIN BANK SSB ET AL
02-CV-2006-003123.00

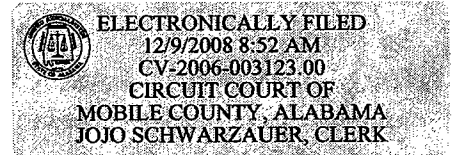
A court action was entered in the above case on 12/8/2008 9:18:29 AM

D001 FRANKLIN BANK SSB
MOTION TO DISMISS PURSUANT TO RULE 12(B)
[Attorney: REID KIRKLAND EDWARD]

Disposition: OTHER
Judge: MAY
Notice Date: 12/8/2008 9:18:29 AM

JOJO SCHWARZAUER
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
MOBILE, AL 36644

251-574-8420
jo.schwarzauer@alacourt.gov



IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

SHEFFIELD JOSEPH M,)	
)	
Plaintiff,)	
)	
v.)	Case No.: CV-2006-003123.00
)	
)	
FRANKLIN BANK SSB,)	
PRESTIAGE TITLE CO INC,)	
Defendants.)	

ORDER

The trial set December 15, 2008 is continued. The action is stayed 90 days. A status hearing is set April 17, 2009 at 9:00 a.m. in Courtroom 8200. The Clerk is ordered to mail a copy of this order to the pro se Plaintiff at the address listed in the file.

DONE this 9th day of December, 2008

/s MICHAEL A YOUNGPETER

CIRCUIT JUDGE



AlaFile E-Notice

02-CV-2006-003123.00

Judge: MICHAEL A YOUNGPETER

To: LAURENDINE CHASE R
crl@laurendine.net

NOTICE OF COURT ACTION

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANKLIN BANK SSB ET AL
02-CV-2006-003123.00

A court action was entered in the above case on 12/9/2008 8:52:21 AM

**D001 FRANKLIN BANK SSB
MOTION TO STAY**

[Attorney: REID KIRKLAND EDWARD]

Disposition: GRANTED
Judge: MAY
Notice Date: 12/9/2008 8:52:21 AM

**JOJO SCHWARZAUER
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
MOBILE, AL 36644**

251-574-8420
jo.schwarzauer@alacourt.gov



AlaFile E-Notice

02-CV-2006-003123.00

Judge: MICHAEL A YOUNGPETER

To: REID KIRKLAND EDWARD
kreid@joneswalker.com

NOTICE OF COURT ACTION

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANKLIN BANK SSB ET AL
02-CV-2006-003123.00

A court action was entered in the above case on 12/9/2008 8:52:21 AM

D001 FRANKLIN BANK SSB

MOTION TO STAY

[Attorney: REID KIRKLAND EDWARD]

Disposition: GRANTED

Judge: MAY

Notice Date: 12/9/2008 8:52:21 AM

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AlaFile E-Notice

02-CV-2006-003123.00

Judge: MICHAEL A YOUNGPETER

To: SHEFFIELD JOSEPH M (PRO SE)
11835 STRINGFELLOW RD
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NOTICE OF COURT ACTION

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00

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MOTION TO STAY

[Attorney: REID KIRKLAND EDWARD]

Disposition: GRANTED

Judge: MAY

Notice Date: 12/9/2008 8:52:21 AM

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AlaFile E-Notice

02-CV-2006-003123.00

Judge: MICHAEL A YOUNGPETER

To: LAURENDINE CHASE R
crl@laurendine.net

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00

The following matter was FILED on 12/12/2008 3:16:51 PM

Notice Date: 12/12/2008 3:16:51 PM

JOJO SCHWARZAUER
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
MOBILE, AL 36644

251-574-8420
jo.schwarzauer@alacourt.gov



AlaFile E-Notice

02-CV-2006-003123.00

Judge: MICHAEL A YOUNGPETER

To: REID KIRKLAND EDWARD
kreid@joneswalker.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00

The following matter was FILED on 12/12/2008 3:16:51 PM

Notice Date: 12/12/2008 3:16:51 PM

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MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
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AlaFile E-Notice

02-CV-2006-003123.00

Judge: MICHAEL A YOUNGPETER

To: SHEFFIELD JOSEPH M (PRO SE)
11835 STRINGFELLOW RD
GRAND BAY, AL 36541

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

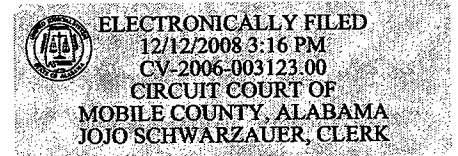
JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
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The following matter was FILED on 12/12/2008 3:16:51 PM

Notice Date: 12/12/2008 3:16:51 PM

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MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
MOBILE, AL 36644

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IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

SHEFFIELD JOSEPH M,)	
Plaintiff,)	
)	
v.)	Case No.: CV-2006-003123.00
)	
FRANKLIN BANK SSB,)	
PRESTIAGE TITLE CO INC,)	
Defendants.)	

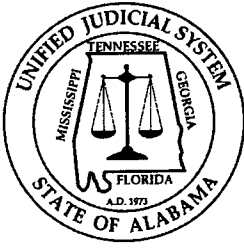
ORDER

Plaintiffs' Motion to Amend Complaint and Add New Plaintiff is set for hearing on April 17, 2009 at 9:00 a.m. in Courtroom 8200.

DONE this 12th day of December, 2008

/s MICHAEL A YOUNGPETER

CIRCUIT JUDGE



AlaFile E-Notice

02-CV-2006-003123.00

Judge: MICHAEL A YOUNGPETER

To: KIRKLAND E. REID
kreid@joneswalker.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
02-CV-2006-003123.00

The following matter was FILED on 12/5/2008 11:43:03 AM

**D001 FRANKLIN BANK SSB
MOTION TO STAY**

[Attorney: REID KIRKLAND EDWARD]

Notice Date: 12/5/2008 11:43:03 AM

**JOJO SCHWARZAUER
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
MOBILE, AL 36644**

251-574-8420
jo.schwarzauer@alacourt.gov



AlaFile E-Notice

02-CV-2006-003123.00

Judge: MICHAEL A YOUNGPETER

To: SHEFFIELD JOSEPH M (PRO SE)
11835 STRINGFELLOW RD
GRAND BAY, AL 36541

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
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MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
MOBILE, AL 36644**

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AlaFile E-Notice

02-CV-2006-003123.00

Judge: MICHAEL A YOUNGPETER

To: LAURENDINE CHASE R
crl@laurendine.net

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANLIN BANK SSB ET AL
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[Attorney: REID KIRKLAND EDWARD]

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AlaFile E-Notice

02-CV-2006-003123.00

Judge: MICHAEL A YOUNGPETER

To: REID KIRKLAND EDWARD
kreid@joneswalker.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

JOSEPH M SHEFFIELD VS FRANKLIN BANK SSB ET AL
02-CV-2006-003123.00

The following matter was FILED on 12/5/2008 11:43:03 AM

D001 FRANKLIN BANK SSB

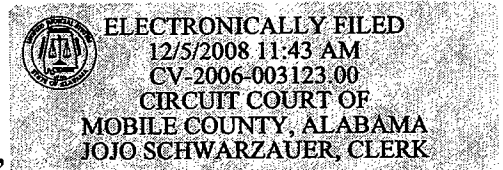
MOTION TO STAY

[Attorney: REID KIRKLAND EDWARD]

Notice Date: 12/5/2008 11:43:03 AM

JOJO SCHWARZAUER
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
205 GOVERNMENT STREET
MOBILE, AL 36644

251-574-8420
jo.schwarzauer@alacourt.gov



IN THE CIRCUIT COURT OF MOBILE COUNTY,

JOSEPH M. SHEFFIELD,

Plaintiff,

v.

FRANKLIN BANK, SSB and
PRESTIGE TITLE CO., INC.,

Defendants.

*
*
*
*
* CIVIL ACTION NO.: CV-06-3123
*
*
*
*

MOTION TO STAY TRIAL PROCEEDINGS

The Federal Deposit Insurance Corporation ("FDIC"), as receiver for Franklin Bank, SSB ("Franklin"), respectfully requests that this Court stay these proceedings pursuant to 12 U.S.C. § 1821(d)(12)(A)(ii). In support of this motion, the FDIC states as follows:

1. On November 7, 2008, Franklin was closed by the Texas Department of Savings and Mortgage Lending, and the FDIC was appointed as receiver of Franklin. (See FDIC: Failed Bank Information, attached hereto as Exhibit A). The FDIC, as receiver, is charged with winding up the affairs of Franklin. 12 U.S.C. § 1821(d)(3).

2. As part of the FDIC's responsibilities and duties as receiver, it may request a stay of any legal action in which the failed institution, here Franklin, is a party. See 12 U.S.C. § 1821(d)(12)(A)(ii), for a period not to exceed 90 days. Further, 12 U.S.C. § 1821(d)(12)(B) states, in pertinent part, as follows:

Upon receipt of a request by any . . . receiver pursuant to subparagraph (A) for a stay of any judicial action or proceeding in any court with jurisdiction of such action or proceeding, the court *shall grant such stay as to all parties.*

Id. (emphasis added).

3. The receiver will notify plaintiff Sheffield of the required statutory claims procedure to proceed with his claim against the FDIC, pursuant to 12 U.S.C. §1821(d)(3).

WHEREFORE, premises considered, the FDIC, as receiver for Franklin, requests that this Court stay this action pursuant to the statutory requirements described above.

Respectfully submitted,

/s/Kirkland E. Reid
KIRKLAND E. REID (REI023)
Attorney for FDIC, as receiver for
Franklin Bank, SSB

OF COUNSEL:
JONES, WALKER, WAECHTER,
POITEVENT, CARRERE & DENEGRÉ, LLP
Post Office Box 46
Mobile, Alabama 36601
(251) 432-1414

CERTIFICATE OF SERVICE

I hereby certify a copy of the foregoing has been filed electronically with AlaFile on this 5TH day of December, 2008, and will be served as indicated to the following:

VIA ELECTRONIC MAIL:

Chase R. Laurendine
P. O. Box 850817
5909 Airport Boulevard
Mobile, Alabama 36685
seachaseiv@micro-comm.com

VIA U.S. MAIL:

Joseph M. Sheffield
11835 Stringfellow Rd.
Grand Bay, AL 36541

/s/Kirkland E. Reid
KIRKLAND E. REID



ELECTRONICALLY FILED
12/5/2008 11:43 AM
CV-2006-003123.00
CIRCUIT COURT OF
MOBILE COUNTY, ALABAMA
JOJO SCHWARZAUER, CLERK

[Home](#) > [Industry Analysis](#) > [Failed Banks](#) > Failed Bank Information

Failed Bank Information

Information for Franklin Bank, SSB, Houston, TX

- I. [Introduction](#)
- II. [Press Release](#)
- III. [Acquiring Financial Institution](#)
- IV. [Question and Answer Guide](#)
[En Español](#)
- V. [Banking Services](#)
- VI. [Loan Customers](#)
- VII. [Possible Claims Against the Failed Institution](#)
- VIII. [Priority of Claims](#)
- IX. [Dividend Information](#)
- X. [Brokered Deposits](#)

I. Introduction

On November 7, 2008, Franklin Bank, SSB, Houston, TX was closed by the Texas Department of Savings and Mortgage Lending and the Federal Deposit Insurance Corporation (FDIC) was named Receiver. No advance notice is given to the public when a financial institution is closed.

The FDIC has assembled useful information regarding your relationship with this institution. Besides a checking account, you may have Certificates of Deposit, a car loan, a business checking account, a commercial loan, a Social Security direct deposit, and other relationships with the institution. The FDIC has compiled the following information which should answer many of your questions.

[Back to top](#)

II. Press Release

The FDIC has issued a press release ([PR-113-2008](#)) about the institution's closure. If you represent a media outlet and would like information about the closure, please contact [David Barr](#) at 703-622-4790 (Closing Weekend) or 202-898-6992 (Thereafter).

[Back to top](#)

III. Acquiring Financial Institution

All deposit accounts have been transferred to Prosperity Bank, El Campo, TX ("assuming institution") and will be available immediately. On Saturday, November 8, 2008, the former Franklin Bank, SSB locations will reopen as branches of Prosperity Bank.

Your transferred deposits will be separately insured from any accounts you may already have at Prosperity Bank for six months after the failure of Franklin Bank, SSB. Checks that were drawn on Franklin Bank, SSB that did not clear before the institution closed will be honored as long as there are sufficient funds in the account. You may speak to an FDIC representative regarding deposit insurance by calling: 1-800-591-2845 or visit EDIE the FDIC's Electronic Deposit Insurance Estimator.

[EDIE - FDIC's Electronic Deposit Insurance Estimator](#)

You may withdraw your funds from any transferred account without an early withdrawal penalty until you enter into a new deposit agreement with Prosperity Bank as long as the deposits are not pledged as collateral for loans. You may view more information about Prosperity Bank by visiting their web site.

[Prosperity Bank](#) (www.prosperitybanktx.com)

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V. Banking Services

The Automated Teller Machines (ATM) and online service will remain available.

As of Saturday, November 8, 2008, you may continue to use the services to which you previously had access, such as, safe deposit boxes, night deposit boxes, wire services, etc.

Your checks will be processed as usual. All outstanding checks will be paid against your available insured balance(s) as if no change had occurred. Your new bank will contact you soon regarding any changes in the terms of your account. If you have a problem with a merchant refusing to accept your check, please contact your branch office. An account representative will clear up any confusion about the validity of your checks.

All interest accrued through Friday, November 7, 2008, will be paid at your same rate. Prosperity Bank will be reviewing rates and will provide further information soon. You will be notified of any changes.

Your automatic direct deposit(s) and/or automatic withdrawal(s) will be transferred automatically to your new bank. If you have any questions or special requests, you may contact a representative of your assuming institution at your branch office.

[Back to top](#)

VI. Loan Customers

If you had a loan with Franklin Bank, SSB, you should continue to make your payments as usual. The terms of your loan will not change under the terms of the loan contract because they are contractually agreed to your promissory note with the failed institution. Checks should be made payable as usual and sent to the same address until further notice. If you have further questions regarding an existing loan, you may call 1-800-373-7840.

For all questions regarding new loans and the lending policies of Prosperity Bank, please contact your branch office.

[Back to top](#)

VII. Possible Claims Against the Failed Institution

Claims against failed financial institutions occur when bills sent to the institution remain unpaid at the time of failure. Shortly after the failure, the FDIC sends notices directly to all known service providers to explain the claim filing process.

Please note: there are time limits for filing a claim, as specified in the notice.

~~If you provided a service for Franklin Bank, SSB, and have not received a notice, please contact:~~

Federal Deposit Insurance Corporation
Receiver: Franklin Bank, SSB
Attention: Claims Department, DRR
1601 Bryan Street
Dallas, Texas 75201

Or:
Call toll free 1-800-568-9161

[Back to top](#)

VIII. Priority of Claims

In accordance with Federal law, allowed claims will be paid, after administrative expenses, in the following order of priority:

1. Depositors
2. General Unsecured Creditors
3. Subordinated Debt
4. Stockholders

[Back to top](#)

X. Dividend Information

No dividends have been declared at this time.

[Dividend Information on Failed Financial Institutions](#)

[Back to top](#)

XI. Brokered Deposits

The FDIC offers a reference guide to deposit brokers acting as agents for their investor clientele. This site outlines the FDIC's policies and procedures that must be followed by deposit brokers when filing for pass-through insurance coverage on custodial accounts deposited in a failed FDIC Insured Institution.

[Deposit Broker Processing Guide](#)

[Back to top](#)

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Last Updated 11/07/2008

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